



# AGENDA

## City Council Regular Meeting

Monday, November 14, 2022 at 6:00 PM

City Hall Cowles Council Chambers In-Person & Via Zoom Webinar

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### Homer City Hall

491 E. Pioneer Avenue  
Homer, Alaska 99603  
[www.cityofhomer-ak.gov](http://www.cityofhomer-ak.gov)

### Zoom Webinar ID: 205 093 973 Password: 610853

<https://cityofhomer.zoom.us>  
Dial: 346-248-7799 or 669-900-6833;  
(Toll Free) 888-788-0099 or 877-853-5247

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**1. CALL TO ORDER, PLEDGE OF ALLEGIANCE**

**2. AGENDA APPROVAL** (Only those matters on the noticed agenda may be considered, pursuant to City Council's Operating Manual)

**3. MAYORAL PROCLAMATIONS AND RECOGNITIONS**

**4. PUBLIC COMMENTS UPON MATTERS ALREADY ON THE AGENDA**

**5. RECONSIDERATION**

**6. CONSENT AGENDA** (Items listed below will be enacted by one motion. If separate discussion is desired on an item, that item may be removed from the Consent Agenda and placed on the Regular Meeting Agenda at the request of a Councilmember.)

6.A. Homer City Council Unapproved Regular Meeting Minutes of October 24, 2022. City Clerk. Recommend adoption. **Page 7 - 22**

[City Council Minutes 102422](#)

6.B. Memorandum 22-188 from City Clerk Re: Liquor License Renewal for American Legion Post 16. Recommend adoption. **Page 23 - 32**

[Memorandum 22-188 and Attachments](#)

6.C. Memorandum 22-189 from Mayor Re: Appointment of Gordon Pitzman to the Economic Development Advisory Commission. Recommend approval. **Page 33 - 35**

[Memorandum 22-189 & Attachment](#)

6.D. Ordinance 22-74, An Ordinance of the City Council of Homer, Alaska, Amending the FY23 Capital Budget by Appropriating \$7,400 from the Port Reserve Fund to Repair and Replace the City Ice Plant's Ammonia Lines and Valves and Authorizing the City Manager to Negotiate and Execute the Appropriate Documents to Contract with Alaska Industrial Services for the Repair. City Manager/Port Director. Recommended dates Introduction November 14, 2022 Public Hearing and Second Reading November 28, 2022. **Page 36 - 41**

[Ordinance 22-74](#)

[Memorandum 22-192 & Attachments](#)

- 6.E. Ordinance 22-75, An Ordinance of the City Council of Homer, Alaska, Amending the FY23 Capital Budget by Accepting and Appropriating a Matching Grant from the State of Alaska Municipal Harbor Grant Program in the Amount of \$366,000 for the Harbor Basin Cathodic Protection Project and Appropriating an Additional \$174,050.90 from the Port Reserve Fund to fulfill the City's 50% Match Requirement. City Manager/Port Director. Recommended dates Introduction November 14, 2022 Public Hearing and Second Reading November 28, 2022. **Page 42 - 47**

[Ordinance 22-75](#)

[Memorandum 22-193 & Attachments](#)

- 6.F. Ordinance 22-76, An Ordinance of the City Council of Homer, Alaska, Accepting and Appropriating an FY22 State Homeland Security Grant in the Amount of \$43,702.43 from the Alaska Division of Homeland Security & Emergency Management (DHS&EM) to Upgrade the City's Radio Communication System, Authorizing a Sole Source Request to Contract with ProComm Alaska and Authorizing the City Manager to Negotiate and Execute the Appropriate Documents. City Manager. Recommended dates Introduction November 14, 2022 Public Hearing and Second Reading November 28, 2022. **Page 48 - 52**

[Ordinance 22-76](#)

[Memorandum 22-194 & Attachment](#)

- 6.G. Ordinance 22-77, An Ordinance of the City Council of Homer, Alaska, Amending the FY23 Capital Budget by Appropriating \$25,000 from the Homer Accelerated Roads and Trails (HART) Road Fund for an On-Call Services Contract with the Kachemak Bay Conservation Society and Authorizing the City Manager to Negotiate and Execute the Appropriate Documents. City Manager/Public Works Director. Recommended dates Introduction November 14, 2022 Public Hearing and Second Reading November 28, 2022. **Page 53 - 58**

[Ordinance 22-77](#)

[Memorandum 22-195 & Attachment](#)

- 6.H. Ordinance 22-78, An Ordinance of the City Council of Homer, Alaska, Amending the FY23 Capital Budget by Appropriating \$49,690 from the Port and Harbor Reserves for the Design of Parking Improvements to the Parking Lots at the Boathouse Pavilion, Seafarer's Memorial, and Harbor Ramps Three and Four and Authorizing the a Task Order to HDL Engineering to Complete the Work. City Manager/Port Director. Recommended dates Introduction November 14, 2022 Public Hearing and Second Reading November 28, 2022. **Page 59 - 71**

[Ordinance 22-78](#)

[Memorandum 22-196 & Attachments](#)

- 6.I. Ordinance 22-80, An Ordinance of the City Council of Homer, Alaska, Amending the FY23 Capital Budget by Appropriating \$271,517 from the Sewer Capital Asset Repair and Maintenance Fund for the Rehabilitation of the Electrical Control Works for the City's Sewage Lift Stations. City Manager/Public Works Director. Recommended dates Introduction November 14, 2022 Public Hearing and Second Reading November 28, 2022. **Page 72 - 89**

[Ordinance 22-80](#)

[Memorandum 22-198 & Attachments](#)

- 6.J. Ordinance 22-81, An Ordinance of the City Council of Homer, Alaska, Amending the FY23 Capital Budget by Accepting and Appropriating a Reimbursable Code Blue Grant in the Amount of \$55,000 and Appropriating an Amount not to exceed \$300,000 from the General Fund Fleet Capital Asset Repair and Maintenance (CARMA) Fund for the Purchase of an Ambulance. City Manager/Fire Chief. Recommended dates Introduction November 14, 2022 Public Hearing and Second Reading November 28, 2022. **Page 90 - 97**

[Ordinance 22-81](#)

[Memorandum 22-199 & Attachment](#)

- 6.K. Ordinance 22-82, An Ordinance of the City Council of Homer, Alaska, Amending the FY23 Operating Budget by Appropriating \$652,500 from the General Fund Unassigned Fund Balance to Fund Two Full-Time Firefighter/EMT Positions through the end of FY25. City Manager. Recommended dates Introduction November 14, 2022 Public Hearing and Second Reading November 28, 2022. **Page 98 - 105**

[Ordinance 22-82](#)

[Memorandum 22-199 & Attachment](#)

- 6.L. Resolution 22-083, A Resolution of the City Council of Homer, Alaska Approving a Lobbyist Contract with J&H Consulting, LLC of Juneau, Alaska for a Term of One Year Commencing on December 15, 2022 and Ending December 15, 2023 in the Amount of \$42,000 and Authorizing the City Manager to Negotiate and Authorizing the City Manager to Execute the Appropriate Documents. City Manager. Recommend adoption. **Page 106 - 113**

[Resolution 22-083](#)

[Memorandum 22-200 & Attachment](#)

- 6.M. Resolution 22-084, A Resolution of the City Council of Homer, Alaska Approving a Lease Assignment from Kachemak Corporation, DBA Bob's Trophy Charters; Approving Amendments to the Assigned Lease Under Sections 6.01 Use of Property, 6.02 Required Improvements, and 14.04 Address for Notices; and Authorizing the City Manager to **Page 114 - 138**

Negotiate and Execute the Appropriate Documents for the Continuation of the Current Twenty Year Lease with Options for Two Consecutive Five Year Renewals at an Initial Annual Base Rent of \$7,026.60 for Tract 1-B, Fishing Hole Subdivision No. 2. City Manager. Recommend adoption.

[Resolution 22-084](#)

[Memorandum 22-201 & Attachments](#)

**7. VISITORS**

7.A. South Peninsula Hospital Annual Report - Ryan Smith, CEO (8 minutes)

7.B. Pratt Museum Annual Report - Jennifer Gibbins, Executive Director (8 minutes)

7.C. Homer Chamber of Commerce Annual Report - Brad Anderson, Executive Director (8 minutes)

**8. ANNOUNCEMENTS/PRESENTATIONS/REPORTS (5 minutes each)**

8.A. Committee of the Whole Report

8.B. Mayor's Report

8.C. Borough Report

8.D. Port and Harbor Advisory Commission Report

8.E. Economic Development Advisory Commission Report

8.F. Prince William Sound RCAC Written Report

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[PWSRCAC Report](#)

**9. PUBLIC HEARING(S)**

9.A. Ordinance 22-42(S-2), An Ordinance of the City Council of Homer, Alaska Amending Homer City Code Sections 11.04.120, 22.10.050, and 22.10.051 to Specify when New Streets are Required to Provide for Non-Motorized Transportation. Davis/Erickson. Introduction July 25, 2022, Referred to Planning Commission, Parks Art Recreation & Culture Advisory Commission, and Public Works, Public Hearing and Second Reading Postponed to October 10, 2022 Postponed to October 24, 2022, Postponed to November 14, 2022.

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Ordinance 22-42(S-3), An Ordinance of the City Council of Homer, Alaska Amending Homer City Code Sections 11.04.120, 22.10.050, and 22.10.051 to Specify when New Streets are Required to Provide for Non-Motorized Transportation. Davis/Erickson.

[Ordinance 22-42\(S-2\)](#)

[Ordinance 22-42\(S-3\)](#)

[Memoranda 22-165, 22-165 & Attachments](#)



- 9.B. Ordinance 22-71, An Ordinance of the City Council of Homer, Alaska, Amending the FY23 Capital Budget by Appropriating \$20,250 From the Port Reserve Fund to Pump, Dispose/Recycle, and Replace the City Ice Plant’s Ammonia Stores and Authorizing the City Manager to Execute the Appropriate Documents for a Sole Source Contract with Multifrost. Introduction October 24, 2022 Public Hearing and Second Reading November 14, 2022.

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[Ordinance 22-71](#)

[Memorandum 22-180 and Attachments](#)

- 9.C. Ordinance 22-73(S), An Ordinance of the City Council of Homer, Alaska, Amending the FY~~22~~**23** Capital Budget to Authorize the Expenditure ~~by~~ **Appropriating** of \$97,860.73**98,281** from the Sewer CARMA Fund to Fully Fund Repairs of the Broken Clarifier Belt at the Waste Water Treatment Plant. City Manager/Public Works Director. Introduction October 24, 2022 Public Hearing and Second Reading November 14, 2022.

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[Ordinance 22-73\(S\)](#)

[Memorandum 22-183 and Attachments](#)

## **10. ORDINANCE(S)**

- 10.A. Ordinance 22-79, An Ordinance of the City Council of Homer, Alaska, Amending the FY23 Capital Budget by Appropriating \$408,073 from the Port Reserves for an Owner’s Representative for the New Large Vessel Harbor and Issuing a Task Order to HDR to Provide Owner’s Representative Services. City Manager/Port Director. Recommended dates Introduction November 14, 2022 Public Hearing and Second Reading November 28, 2022.

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[Ordinance 22-79](#)

[Memorandum 22-197 & Attachments](#)

## **11. CITY MANAGER'S REPORT**

- 11.A. City Manager's Report

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[City Manager's Report](#)

## **12. PENDING BUSINESS**

## **13. NEW BUSINESS**

- 13.A. Memorandum 22-191 from City Clerk Re: Selection of Mayor Pro Tempore for 2022/2023.

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[Memorandum 22-191](#)

## **14. RESOLUTIONS**

## **15. COMMENTS OF THE AUDIENCE**

## **16. COMMENTS OF THE CITY ATTORNEY**

## **17. COMMENTS OF THE CITY CLERK**

**18. COMMENTS OF THE CITY MANAGER**

**19. COMMENTS OF THE MAYOR**

**20. COMMENTS OF THE CITY COUNCIL**

**21. ADJOURNMENT** Next Regular Meeting is Monday, XXXX, 2022 at 6:00 p.m., Committee of the Whole at 5:00 p.m. All meetings scheduled to be held in the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska

Session 22-21 a Regular Meeting of the City Council of Homer, Alaska was called to order on October 24, 2022 by Mayor Ken Castner at 6:00 p.m. at the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska, and opened with the Pledge of Allegiance.

**PRESENT:** COUNCILMEMBERS ADERHOLD, DAVIS, ERICKSON, LORD, VENUTI

**ABSENT:** COUNCILMEMBER HANSEN (excused)

**STAFF:** CITY MANAGER DUMOUCHEL  
CITY CLERK JACOBSEN  
FINANCE DIRECTOR WALTON  
PUBLIC WORKS DIRECTOR KEISER  
CITY PLANNER ABBOUD  
NETWORK ADMINISTRATOR SULCZYNSKI  
CITY ATTORNEY GATTI

ADERHOLD/ERICKSON MOVED TO SUSPEND THE RULES TO HEAR FROM THE WEST HOMER JAPANESE CLASS.

There was no discussion.

VOTE: NON OBJECTION: UNANIMOUS CONSENT.

Megumi Beams, West Homer Japanese Class Facilitator, shared about the West Homer Japanese after school program where students learn about Japanese culture and language. She also talked about the Sister City Program and her role as the liaison between the City of Homer and our Sister City in Teshio, Hokkaido, Japan.

Ms. Beams then lead the student group leaders in introducing themselves in Japanese.

**AGENDA APPROVAL** (Addition of items to or removing items from the agenda will be by unanimous consent of the Council. HCC 2.08.040.)

Mayor Castner announced the supplemental packet items: **CONSENT AGENDA Memorandum 22-178** from Mayor re: Reappointment of Clark Fair and Peter Roedl to the Parks, Art, Recreation & Culture Advisory Commission. **Ordinance 22-71**, An Ordinance of the City Council of Homer, Alaska, Amending the FY23 Capital Budget by Appropriating \$20,250 From the Port Reserve Fund to Pump, Dispose/Recycle, and Replace the City Ice Plant's Ammonia Stores and Authorizing the City Manager to Execute the Appropriate Documents for a Sole Source Contract with Multifrost. City Manager/Port Director. Financial Supplement Form as backup, **Resolution 22-074**, A Resolution of the City Council of Homer, Alaska Adopting the City of Homer 2022 Non-Motorized Transportation and Trails Implementation Plan. City Manager/Public Works Director. Written Public Comment as backup, **PUBLIC HEARINGS Ordinance 22-42(S-2)**, An Ordinance of the City Council of Homer, Alaska Amending Homer City Code Sections 11.04.120, 22.10.050, and 22-10.051 to Specify when New Streets are Required to Provide for Non-Motorized Transportation. Davis/Erickson. Staff Report PL 22-64 from City Planner and Excerpt of Unapproved Meeting Minutes for October 19, 2022 as backup. **Ordinance 22-68**, An Ordinance of the City Council of Homer, Alaska, Amending Homer City Code 21.12, Rural Residential District; Homer City Code 21.14, Urban Residential District; Homer City Code 21.12 Residential Office District; Homer City Code 21.18, Central Business District; Homer City Code 21.20 Town Center District; Homer City Code 21.22, Gateway Business District; Homer City Code 21.24, General Commercial 1 District; Homer City

Code 21.26, General Commercial 2 District; And Homer City Code 21.27, East End Mixed Use District, Regarding Conditional Uses in each District. Planning Commission. Introduction October 10, 2022 Public Hearing and Second Reading October 24, 2022. Memorandum 22-187 from City Clerk as back up and Written Public Comment as backup, **ORDINANCES Ordinance 22-73(S)**, Ordinance 22-73(S), An Ordinance of the City Council of Homer, Alaska, Amending the FY2223 Capital Budget ~~to Authorize the Expenditure by Appropriating~~ of \$97,860.73 **98,281** from the Sewer CARMA Fund to Fully Fund Repairs of the Broken Clarifier Belt at the Waste Water Treatment Plant. City Manager/Public Works Director. City Manager/Public Works Director. Financial Supplement Form as backup.

ADERHOLD/VENUTI MOVED TO APPROVE THE AGENDA.

There was no discussion.

VOTE: NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

### **MAYORAL PROCLAMATIONS AND RECOGNITIONS**

#### **PUBLIC COMMENT ON MATTERS ALREADY ON THE AGENDA**

Frank Griswold, city resident, commented in opposition to the introduction of Ordinance 22-72. He scrutinized the verbiage in the whereas clauses, and noted the Police Chief's comments of four animal at large complaints in the last two years as not being excessive. He challenged comments regarding voice control not being an effective way to control animals. He shared positive encounters he's observed of animals under voice control, noting that dogs who are regularly exercised aren't a problem, dog owners who keep their dogs chained without providing exercise and mental stimulation are the problem. He also asked if horse owners are required to diaper their horses as required in HCC 20.08.040(a)(2).

Scott Adams, city resident, commented regarding Resolution 22-080 and wished Council good luck trying to get the State to lower the speed limit on East End Road, and shared his experience in attempting to have the speed limit from Ben Walters to Paul Banks Elementary reduced, that didn't go anywhere.

### **RECONSIDERATION**

**CONSENT AGENDA** (Items listed below will be enacted by one motion. If a separate discussion is desired on an item, that item may be removed from the Consent Agenda and placed on the Regular Meeting Agenda at the request of a Councilmember.)

- a. Homer City Council Unapproved Regular Meeting Minutes of September 26th and October 10, 2022. City Clerk. Recommend approval.
- b. Memorandum 22-178 from Mayor re: Appointments/Reappointment(s) to Advisory Bodies. Recommend Approval.
- c. Ordinance 22-70, An Ordinance of the City Council of Homer, Alaska, Amending Homer City Code, Section 21.60.100 Signs Exempt from Regulation to Exempt Signs Not Visible from Public Rights of Way. Lord. Introduction October 24, 2022 S Public Hearing and Second Reading November 14, 2022.

Memorandum 22-179 from Councilmember as backup.

Moved to Ordinances item b. Aderhold.

- d. Ordinance 22-71, An Ordinance of the City Council of Homer, Alaska, Amending the FY23 Capital Budget by Appropriating \$20,250 From the Port Reserve Fund to Pump, Dispose/Recycle, and Replace the City Ice Plant's Ammonia Stores and Authorizing the City Manager to Execute the Appropriate Documents for a Sole Source Contract with Multifrost. City Manager/Port Director. Introduction October 24, 2022 Public Hearing and Second Reading November 14, 2022

Memorandum 22-180 from Port Director as backup.

- e. Ordinance 22-72, An Ordinance of the City Council of Homer, Alaska Amending Homer City Code Title 20 Animals, Sections 20.04.020 Definitions, 20.08.010 Animals At Large, 20.08.040 Nuisance Animals And 20.32.020 Fine Schedule to Refine the Definition of "At Large", Clarify Areas Where Animals Are To Be On Leash At All Times and Amend Related Fines. Venuti/Erickson. Introduction October 24, 2022 Public Hearing and Second Reading November 14, 2022.

Memorandum 22-181 from Police Chief as backup.

Memorandum 22-182 from Parks, Art, Recreation & Culture Advisory Commission as backup.

Moved to Ordinances item c. Aderhold.

- f. Resolution 22-074, A Resolution of the City Council of Homer, Alaska Adopting the City of Homer 2022 Non-Motorized Transportation and Trails Implementation Plan. City Manager/Public Works Director. Recommend adoption.

Memorandum 22-171 from Public Works Director as backup.

Public Comment received

Moved to Resolutions item c. Aderhold.

- g. Resolution 22-081, A Resolution of the City Council of Homer, Alaska, Awarding the Contract for the 2022-2025 Snow Removal and Sanding Services to the Firm of Gregoire Construction of Homer, Alaska, in the Amount of \$535 Snow Removal Per Trip and \$436 Sanding Per Trip, and Authorizing the City Manager to Execute the Appropriate Documents. City Clerk/Public Works Director. Recommend adoption.

Memorandum 22-184 from Public Works Superintendent as backup.

- h. Resolution 22-082, A Resolution of the City Council of Homer, Alaska, Approving a Joint Resolution of the Councils of the Seldovia Village Tribe and Cities of Seldovia and Homer, Respectively, Establishing a Regional Partnership Between Homer and Seldovia. City Manager. Recommend adoption.

Memorandum 22-185 from City Manager as backup.

Items c. and e. moved to Ordinances b. and c. and item f. moved to Resolutions item b.

ADERHOLD/VENUTI MOVED TO ADOPT THE RECOMMENDATIONS OF THE CONSENT AGENDA AS READ.

There was no discussion.

VOTE: NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

### **VISITORS**

- a. West Homer Japanese Class

Taken up at the beginning of the meeting.

- b. Tim Dillon, KPEDD Update (10 minutes)

Tim Dillon, Executive Director of the Kenai Peninsula Economic Development District (KPEDD), provided an overview of KPEDD's role in economic development for our region, introduced the staff members, reviewed the Kenai Peninsula's diverse economy make-up, and partnering opportunities for tourism, Ocean Pasture Restoration, and the Alaska Mariculture Cluster. Mr. Dillon talked about strengths, weaknesses, and opportunities in the workforce, housing, transportation, and childcare and education. Lastly, he announced the upcoming Industry Outlook Forum on January 5, 2023 in Homer.

### **ANNOUNCEMENTS / PRESENTATIONS / REPORTS** (5 Minute limit per report)

- a. Worksession Report

City Manager Dumouchel reported Council heard from Kenai Peninsula Borough Finance Director Brandi Harbaugh on sales tax revenue trends for the City and Borough, and also Interim Mayor Navarre.

- b. Committee of the Whole Report

Council Member Aderhold reported Council discussed Ordinances 22-70, 22-72, 22-68, and Resolution 22-074, as well as FY24/25 Budget Priorities.

- c. Mayor's Report

- i. Non-Motorized Transportation Plan Update - Jan Keiser, Public Works Director

Mayor Castner reported on his attendance at the Ben Walters Park lawn breaking ceremony with Rotary and participation on the KBBI Coffee Table with the City Manager.

Public Works Director Keiser shared information about public outreach opportunities related to the Non-Motorized Transportation Plan.

d. Borough Report

e. Advisory Body Reports

i. Library Advisory Board

Library Advisory Board Member Doug Bailey reported at their last meeting they heard a report on the Comprehensive Transportation Plan & People Oriented Transportation Presentation, discussed the relationship with the library and community user groups that use the facility, and a new library service, Kanopy, that allows library cardholder to access feature and documentary films and other video material on their personal devices at no charge.

ii. Planning Commission

Planning Commissioner Mike Stark reported at their last meeting the Commission heard the Comprehensive Transportation Plan & People Oriented Transportation Presentation, approved a CUP for Emerald Air on Lakeshore Drive, and reviewed the Sidewalk Ordinance 22-42(S-2).

iii. Economic Development Advisory Commission

iv. Parks Art Recreation and Culture Advisory Commission

Parks Art Recreation and Culture Advisory Commissioner Leon Galbraith reported the Commission hosted a recognition ceremony at Ben Walters Park for Kachemak Bay Rotary, at their last meeting they heard the Comprehensive Transportation Plan & People Oriented Transportation Presentation, discussed the nuisance animals ordinance and the Karen Hornaday Park Master Plan.

v. Americans with Disabilities Act (ADA) Advisory Board

Council Member Aderhold reported the Board heard the Comprehensive Transportation Plan & People Oriented Transportation Presentation, worked on their bylaws, heard public commented regarding accessibilities issues at local businesses, and barriers for sidewalks and locations for high visibility crosswalks.

**PUBLIC HEARING(S)**

a. FY24/25 Budget Priorities

Memorandum 22-186 from City Manager as backup.

Mayor Castner opened the public hearing. There were no comments and the hearing was closed.

There was no action required regarding this matter.

b. Ordinance 22-42(S)(A), An Ordinance of the City Council of Homer, Alaska Amending Homer City Code 11.04.120 to Clarify that all New Streets which Serve as Public Access Corridors shall have Sidewalks. Davis/Erickson. Introduction July 25, 2022, Referred to Planning Commission, Parks Art Recreation & Culture Advisory Commission, and Public Works, Public Hearing and Second Reading Postponed to October 10, 2022 Postponed to October 24, 2022.



Ordinance 22-42(S-2), An Ordinance of the City Council of Homer, Alaska Amending Homer City Code Sections 11.04.120, 22.10.050, and 22.10.051 to Specify when New Streets are Required to Provide for Non-Motorized Transportation. Davis/Erickson.

Memorandum 22-165 from Planning Commission as backup.

Memorandum 22-166 from Parks Art Recreation & Culture Advisory Commission as backup.

Mayor Castner opened the public hearing.

Pat Case, city resident, commented in support of Ordinance 22-42 and its importance to the community.

DAVIS/ ERICKSON MOVED TO ADOPT ORDINANCE 22-42(S)(A) BY READING OF TITLE ONLY FOR SECOND AND FINAL READING.

DAVIS/ERICKSON MOVED TO SUBSTITUTE ORDINANCE 22-42(S-2) FOR 22-42(S)(A).

There was no discussion on the motion to substitute.

VOTE (substitution): NON OBJECTION: UNANIMOUS CONSENT.

Motion carried.

There was discussion with City Attorney Gatti regarding sections of the ordinance he felt warranted additional review, including criteria enforcement mechanisms and timelines, combining subdivision requirements with sidewalk requirement, reference to liberal construction and provisions of the chapter are remedial in nature, the appeal process.

ADERHOLD/LORD MOVED TO POSTPONE TO THEIR NEXT MEETING FOR LEGAL REVIEW.

There was brief discussion as to whether they could adopt tonight and overcome the other matters after the fact.

VOTE (postponement): NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

- c. Ordinance 22-62, An Ordinance of the City Council of Homer, Alaska Amending the FY23 Operating Budget by Appropriating \$10,000 from the General Fund Unassigned Fund Balance to Fund Part of the Homer Business Advisory Position for the Alaska Small Business Development Center, and Authorizing the City Manager to Negotiate and Execute the Appropriate Documents. Venuti/Erickson. Introduction September 26, 2022, Public Hearing and Second Reading October 10, 2022 Postponed to October 24, 2022 Postponed to October 24, 2022.

Memorandum 22-160 from Economic Development Manager as backup.

Mayor Castner opened the public hearing.

Robert Green commented in support of Ordinance 22-62 and highlighted benefits to the community.

Cliff Cochran commented in support of Ordinance 22-62 and the positive impact of Mr. Green as the Homer Business Advisor.

There were no further comments and the hearing was closed.

VENUTI/ERICKSON MOVED TO ADOPT ORDINANCE 22-62 BY READING OF TITLE ONLY FOR SECOND AND FINAL READING.

There was no discussion.

VOTE: NON OBJECTION: UNANIMOUS CONSENT.

Motion carried.

- d. Ordinance 22-63, An Ordinance of the City Council of Homer, Alaska Accepting and Appropriating a Grant with the Alaska Energy Authority in the Amount of \$79,500 for the Design of a Micro-Hydro Unit in Homer's Water System and Authorizing a Sole Source Contract to InPipe Energy for Design Services of the Micro-Hydro Unit(s) in the Amount of \$79,500. City Manager/Public Works Director. Introduction September 26, 2022, Public Hearing and Second Reading October 10, 2022 Postponed to October 24, 2022.

Memorandum 22-161 from Public Works Director as backup.

Mayor Castner opened the public hearing. There were no comments and the hearing was closed.

ADERHOLD/VENUTI MOVED TO ADOPT ORDINANCE 22-63 BY READING OF TITLE ONLY FOR SECOND AND FINAL READING.

In response to questions Public Works Director Keiser confirmed this cost is for design, not implementation or gear, and that most of the basic data was established in the earlier reports. Most of the design is an analysis of whether it's feasible and cost benefit.

VOTE: NON OBJECTION: UNANIMOUS CONSENT.

Motion carried.

- e. Ordinance 22-64, An Ordinance of the City Council of Homer, Alaska Accepting and Appropriating an FY23 Designated Legislative Grant from the State of Alaska for the Purpose of New Large Vessel Harbor Matching Funds for an Army Corps of Engineers General Investigation and Authorizing the City Manager to Negotiate and Execute the Appropriate Documents. City Manager. Introduction September 26, 2022, Public Hearing and Second Reading October 10, 2022 Postponed to October 24, 2022.

Mayor Castner opened the public hearing. There were no comments and the hearing was closed.

ADERHOLD/VENUTI MOVED TO ADOPT ORDINANCE 22-64 BY READING OF TITLE ONLY.

Council Member Lord noted several years ago Council put aside a \$750,000 match for this project and it's delightful to have the funds from the State, she appreciates the hard work of Council, staff, and the legislature for this appropriation.

VOTE: NON OBJECTION: UNANIMOUS CONSENT.

Motion carried.

Mayor Castner called for a ten minute recess at 7:34 p.m. and called the meeting back to order at 7:44 p.m.

- f. Ordinance 22-65, An Ordinance of the City Council of Homer, Alaska Amending the FY23 Capital Budget by Accepting and Appropriating a 2022 Commercial Passenger Vessel Tax Program Grant from the State of Alaska for \$35,445 and a Commercial Passenger Vessel Tax Program 2022 Pass-Through Grant from the Kenai Peninsula Borough in the Amount of \$35,445 to Rebuild Crane #7 on Homer Fish Dock and Authorizing the City Manager to Negotiate and Execute the Appropriate Documents. City Manager/Port Director. Introduction September 26, 2022, Public Hearing and Second Reading October 10, 2022 Postponed to October 24, 2022.

Memorandum 22-162 from Port Director as backup.

Mayor Castner opened the public hearing. There were no comments and the hearing was closed.

ADERHOLD/VENUTI MOVED TO ADOPT ORDINANCE 22-65 BY READING OF TITLE ONLY.

There was no discussion.

VOTE: NON OBJECTION: UNANIMOUS CONSENT.

Motion carried.

- g. Ordinance 22-66, An Ordinance of the City Council of Homer, Alaska Amending the FY23 Capital Budget by Appropriating \$69,110 from the Port Reserve Fund to Rebuild Crane #7 on Homer Fish Dock and Authorizing a Sole Source Contract with Great Northern Hydraulics, LLC. City Manager/Port Director. Introduction September 26, 2022, Public Hearing and Second Reading October 10, 2022 Postponed to October 24, 2022.

Memorandum 22-162 from Port Director as backup.

Mayor Castner opened the public hearing. There were no comments and the hearing was closed.

ADERHOLD/VENUTI MOVED TO ADOPT ORDINANCE 22-66 BY READING OF TITLE ONLY.

There was no discussion.

VOTE: NON OBJECTION: UNANIMOUS CONSENT.

Motion carried.

- h. Ordinance 22-67, An Ordinance of the City Council of Homer, Alaska Amending the FY23 Capital Budget by Authorizing a Transfer of \$438,315 from the Utility Fund Fund Balance to include \$200,000 to the Water Capital Asset Repair and Maintenance Allowance (CARMA) Fund and \$238,315 to the Sewer CARMA Fund and by Appropriating those Amounts from the Water CARMA and Sewer CARMA Funds Accordingly to fund Projects identified in the Water and Sewer Financial Plan. City Manager/Public Works Director. Introduction October 10, 2022 Public Hearing and Second Reading October 24, 2022.

Memorandum 22-168 from Finance Director as backup.

Mayor Castner opened the public hearing. There were no comments and the hearing was closed.

ADERHOLD/VENUTI MOVED TO ADOPT ORDINANCE 22-67 BY READING OF TITLE ONLY.

There was no discussion.

VOTE: NON OBJECTION: UNANIMOUS CONSENT.

Motion carried.

- i. Ordinance 22-68, An Ordinance of the City Council of Homer, Alaska, Amending Homer City Code 21.12, Rural Residential District; Homer City Code 21.14, Urban Residential District; Homer City Code 21.12 Residential Office District; Homer City Code 21.18, Central Business District; Homer City Code 21.20 Town Center District; Homer City Code 21.22, Gateway Business District; Homer City Code 21.24, General Commercial 1 District; Homer City Code 21.26, General Commercial 2 District; And Homer City Code 21.27, East End Mixed Use District, Regarding Conditional Uses in each District. Planning Commission. Introduction October 10, 2022 Public Hearing and Second Reading October 24, 2022.

Memorandum 22-169 from City Planner as backup.

Public Comment Received

Mayor Castner opened the public hearing.

Frank Griswold, city resident, commented in opposition to Ordinance 22-68. He cited comments by the City Manager and Mayor from the KBBI Coffee Table program and refuted those comments.

Rika Mouw, city resident, commented in opposition to Ordinance 22-68. She noted a recent Planning Commission public hearing on a conditional use permit and shared her perspective of the inadequacy of the existing public hearing process.

Hellen (Nell) Gustafson, city resident, commented in opposition of Ordinance 22-68 and specifically to allowing up to four buildings on a lot for use as dwelling units. She expressed her feelings that there has been too much development in the Homer area and happening too fast, and the ordinance will open the door to runaway development.

There were no further comments and the hearing was closed.

ADERHOLD/LORD MOVED TO ADOPT ORDINANCE 22-68 BY READING OF TITLE ONLY FOR SECOND AND FINAL READING.

Council Member Erickson requested comments from the City Manager and City Attorney regarding this ordinance.

City Manager Dumouchel explained this is a streamlining measure. In working with the City Planner they did a ten year review of use permits and found a lot of use permits that have no conditions, and the ones that did were conditions that should apply to everyone, like screening dumpsters, or restatements of what's in city code. In considering this from the staff side and from a landowners side, it's eating up capacity that the city could be using to forward other council objectives and as a landowner if it's a use that comes up regularly that no one has a problem with, why are we charging them money to get a condition-less permit. As he mentioned recently on the radio, Homer has several zoning districts in different areas that need different rules, and if we're interested in supporting housing why should we make it harder for someone to build a house.

City Attorney Gatti explained he's reviewed this with City Planner and agrees it's a streamlining effort and is within Council's policy discretion to adopt or not.

Council Member Lord commented this is challenging because conditional use permits (CUP's) are one piece of a larger context of planning and zoning code, and she agrees with administration. She acknowledged concerns that have been raised by the public and noted other pieces of code, like dimensional requirements and storm water code, provide better measures that help development go in a way we'd like it to as a community. The CUP's aren't working to do what a lot of people want them to do. She looks forward to a Comp Plan and Title 21 re-vamp because that's we're going to see bigger concerns addressed. She encouraged listeners who are concerned with development to keep an eye on the Planning Commission's meeting agenda, because it's important to know what's going on even if you don't live within the noticed area.

Council Member Venuti questioned the rapid growth that's happening in the city and if the infrastructure is ready for it. She feels the CUP process is important so the neighbors are made aware of development that's happening around them. She also noted there haven't been any of the builders coming and complaining about the process or the cost for CUP's.

City Manager Dumouchel reminded that this is one item that was identified as something that would be reasonable to bring forward now while we wait for the Comp Plan and Title 21 work. This may feel like a big change but it's just moving a few uses per zone district.

Council Member Aderhold is torn about this ordinance. She thinks the public process is important for people within a certain distance of proposed project that may be outside what would usually be built there. She has concerns about losing that by eliminating some of the conditional uses. Another concern is the idea of meaningful conditions, she's unsure what meaningful conditions look like. It feels to her the conditions put on the projects she's seen aren't real meaningful.

City Manager Dumouchel shared examples of what reasonable conditions might look like, noting it could depend on what zoning district is impact.

Council Member Davis commented that based on his time on the Planning Commission, he thinks a reason there are so few serious conditions is that we're churning through large numbers of CUP's for things that make common sense. He acknowledged really good points have been made, but he supports the change.

Council Member Aderhold asked about language in GC1 that has townhouses as an allowable use but a multi-family dwelling is a conditional use, but they are not very different from each other. City Planner Abboud agreed and noted it would make sense to have townhouses as conditional also.

ADERHOLD/LORD MOVED TO AMEND SECTION SEVEN GENERAL COMMERCIAL DISTRICT ONE ON LINE 283 TO REMOVE MM. TOWNHOUSES AND ON LINE 307 REMOVE THE STRIKEOUT FOR TOWNHOUSES, ITEM G.

There was no discussion.

VOTE (amendment): NON OBJECTION: UNANIMOUS CONSENT.

Motion carried.

ADERHOLD/LORD MOVED TO AMEND LINE 54 AT THE END OF THE CLAUSE AFTER LOT TO ADD EXCEPT AS PROVIDED FOR IN HCC 21.12.020(S).

There was brief discussion explaining there are four instances in the ordinance where the language should be added. City Clerk Jacobsen noted it occurs on lines 54, 86, 137, and 279.

ADERHOLD/ERICKSON MOVED TO AMEND HER AMENDMENT TO INCLUDE LINES 86, 137, AND 279 IN ADDITION TO LINE 54.<sup>1</sup>

There was no discussion.

VOTE (secondary amendment): NON OBJECTION: UNANIMOUS CONSENT

There was no further discussion on the amendment as amended.

VOTE (primary amendment as amended): NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

Council Member Lord questioned the increase from 305 to 40% of the lot area on the dimensional requirements. City Planner Abboud explained this is building coverage area. It's a rare event anything comes in at that alone, and when doing the calculations it has to provide parking and other requirements. They didn't feel it added much to make an allowance for that.

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<sup>1</sup> Clerk's note - The line numbers referenced in the motion are inaccurate and are lines 52, 84, 136, and 277 in the final draft of Ordinance 22-68(A)

LORD/ADERHOLD MOVED TO AMEND LINES 135, 198, 271, AND 330 TO TAKE IT FROM 40 BACK DOWN TO 30%.

Council Member Lord shared she isn't comfortable addressing dimensional requirements and building size changing. She's open to having the discussion about it, but not couched in this ordinance.

Council Member Davis thought keeping the number low was to promote more density.

VOTE (amendment): NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

Council Member Erickson asked how it would work if something isn't in code and some wants to get a permit and the Planner thinks there's something that needs to trigger a CUP.

City Manager Dumouchel responded that if during review of a proposal an associated use is found to be something that is indicated is a conditional use, it would trigger the use permit process. Outside of that he'd have to confer with the Planner about the process. It's typically pretty clear what the uses are.

VOTE: YES: ADERHOLD, LORD, ERICKSON, DAVIS  
NO: VENUTI

Motion carried.

### **ORDINANCE(S)**

- a. Ordinance 22-73, An Ordinance of the City Council of Homer, Alaska, Amending the FY22 Capital Budget to Authorize the Expenditure of \$97,860.73 from the Sewer CARMA Fund to Fully Fund Repairs of the Broken Clarifier Belt at the Waste Water Treatment Plant. City Manager/Public Works Director. Introduction October 24, 2022 Public Hearing and Second Reading November 14, 2022.

Ordinance 22-73(S), An Ordinance of the City Council of Homer, Alaska, Amending the FY~~22~~<sup>23</sup> Capital Budget to Authorize the Expenditure **by Appropriating** of \$97,860.73 **98,281** from the Sewer CARMA Fund to Fully Fund Repairs of the Broken Clarifier Belt at the Waste Water Treatment Plant. City Manager/Public Works Director.

Memorandum 22-183 from Public Works Director as backup.

ADERHOLD/VENUTI MOVED TO INTRODUCE ORDINANCE 22-73 BY READING OF TITLE ONLY.

ADERHOLD/VENUTI MOVED TO SUBSTITUTE ORDINANCE 22-73(S) FOR 22-72.

There was no discussion on the motion to substitute.

VOTE (substitution): NON OBJECTION: UNANIMOUS CONSENT.

Motion carried.



In response to question from Council regarding this additional appropriation Public Works Director Keiser explained she made a mistake in failing to consider prevailing wages for the work

VOTE (introduction): NON OBJECTION: UNANIMOUS CONSENT.

Motion carried.

- b. Ordinance 22-70, An Ordinance of the City Council of Homer, Alaska, Amending Homer City Code, Section 21.60.100 Signs Exempt from Regulation to Exempt Signs Not Visible from Public Rights of Way. Lord. Introduction October 24, 2022 S Public Hearing and Second Reading November 14, 2022.

Memorandum 22-179 from Councilmember as backup.

LORD/ADERHOLD MOVED TO INTRODUCE ORDINANCE 22-70 BY READING OF TITLE ONLY AND DIRECT IT TO THE PLANNING COMMISSION AT THEIR NEXT MEETING FOR DIRECTION BACK TO COUNCIL.

There was brief discussion confirming it will come back to Council at their November 28<sup>th</sup> regular meeting.

VOTE: NON OBJECTION: UNANIMOUS CONSENT.

Motion carried.

- c. Ordinance 22-72, An Ordinance of the City Council of Homer, Alaska Amending Homer City Code Title 20 Animals, Sections 20.04.020 Definitions, 20.08.010 Animals At Large, 20.08.040 Nuisance Animals And 20.32.020 Fine Schedule to Refine the Definition of "At Large", Clarify Areas Where Animals Are To Be On Leash At All Times and Amend Related Fines. Venuti/Erickson. Introduction October 24, 2022 Public Hearing and Second Reading November 14, 2022.

Memorandum 22-181 from Police Chief as backup.

Memorandum 22-182 from Parks, Art, Recreation & Culture Advisory Commission as backup.

VENUTI/ERICKSON MOVED TO INTRODUCE ORDINANCE 22-72.

VENUTI/ERICKSON MOVED TO POSTPONE ORDINANCE 22-72 TO THEIR FIRST MEETING IN JANUARY.

Council Member Venuti noted the comments from Jillian Rogers, Animal Shelter Manager, during Committee of the Whole and the need for more conversation with Parks Art Recreation and Culture Advisory Commission (PARCAC).

VOTE: NON OBJECTION: UNANIMOUS CONSENT.

Motion carried.

VENUTI/ERICKSON MOVED TO REFER ORDINANCE 22-72 TO PARCAC AT THEIR NEXT MEETING.

There was no discussion.

VOTE: NON OBJECTION: UNANIMOUS CONSENT.

**CITY MANAGER'S REPORT**

- a. City Manager's Report

City Manager Dumouchel commented regarding the Main Street Sidewalk is paved, the Computer Aided Dispatch (CAD) System went partially live last week, and the upcoming Open House at the Fire Hall.

There was brief discussion about the DOT project from Anchor Point to Baycrest.

**PENDING BUSINESS**

**NEW BUSINESS**

**RESOLUTIONS**

- a. Resolution 22-080, A Resolution of the City Council of Homer, Alaska, Requesting the State of Alaska Department of Transportation and Public Facilities (AKDOT/PF) to Conduct a Speed Limit Review on East End Road to Evaluate Decreasing the Current 45 Mile Per Hour (MPH) Speed Limit to 35 MPH within the City Limits of Homer. Lord/Mayor.

LORD/VENUTI MOVED TO ADOPT RESOLUTION 22-080 BY READING OF TITLE ONLY.

Council Member Lord acknowledged the public comment at the beginning of the meeting, but the understanding is this is a long and belabored process for speed limit reviews and changes. DOT has said if there is interest, there needs to be resolutions from municipalities to help get the ball rolling.

There was brief discussion about doing a light survey as well, but there was agreement that the speed limit matter should be taken up on its own.

VOTE: NON OBJECTION: UNANIMOUS CONSENT.

Motion carried.

- b. Resolution 22-074, A Resolution of the City Council of Homer, Alaska Adopting the City of Homer 2022 Non-Motorized Transportation and Trails Implementation Plan. City Manager/Public Works Director. Recommend adoption.

Memorandum 22-171 from Public Works Director as backup.

ADERHOLD/ERICKSON MOVED TO ADOPT RESOLUTION 22-074 BY READING OF TITLE ONLY.

ADERHOLD/ERICKSON MOVED TO AMEND THE DOCUMENT IN FIGURE E REMOVE ROUTE OPTION 1, 2, AND THE AREA OF INTEREST FROM THE MAP AND LEGEND.

Council Member Davis expressed his opposition to removing the Beluga Slough from the area of interest.

Public Works Director Keiser reminded that this plan is referenced in the versions of Ordinance 22-42. There is time that if the resolution is postponed the plan could be edited and brought back.

VOTE (amendment): NO: LORD, ADERHOLD, DAVIS, ERICKSON, VENUTI

Motion failed.

ADERHOLD/LORD MOVED TO POSTPONE TO THE NEXT MEETING.

Council Member Aderhold noted this is to have the maps in the plan updated.

Council Member Davis would like to see emphasis to the Beluga Slough and the importance of keeping dogs out and protecting the wildlife habitat in the area, without moving the trail all the way up to the road.

VOTE (postponement): NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

#### **COMMENTS OF THE AUDIENCE**

Frank Griswold, city resident, commented no one in the public supported Ordinance 22-68 and all who testified opposed it; and argued this ordinance isn't streamlining but adding new code and something that isn't just an obviously permitted use. Substantial amendments were made and it should be referred back to the Planning Commission for further public comments.

Wayne Aderhold, city resident, commented that a resolution passed about a year ago in support of changes to the Alaska Administrative Code related to bicycle safety and nothing has happened. The Department of Public Safety received the recommendations, but has not started the process.

Pat Case, city resident, expressed his disappointment with the Council for not adopting Ordinance 22-42(S-2) tonight and his feeling that his time was disrespected by the delay in the City Attorney's review. He commented about the City's efforts related to snow plowing in the winter and the need to do a better job in the crosswalks to remove the mounds of snow that get left in the roads.

Rika Mouw, city resident, shared her grievance about last Wednesday's Planning Commission meeting regarding the public hearing and approval of a 16000 square foot airplane hangar on the lake, not on airport property. There were no additional conditions put on this project beyond downward lighting and buffers. It's disrupting a forest, it's proposed in a different kind of neighborhood that isn't meant for airplane hangars, and she's disappointed in the public notice that was given.

#### **COMMENTS OF THE CITY ATTORNEY**

City Attorney Gatti had no comments.

#### **COMMENTS OF THE CITY CLERK**

City Clerk Jacobsen commented with election updates and advisory body openings.

**COMMENTS OF THE CITY MANAGER**

City Manager Dumouchel had no comments.

**COMMENTS OF THE MAYOR**

Mayor Castner noted they will be taking up selection of Mayor Pro Tem at their next meeting. He appreciated the presentation by the Japanese class and thanked Megumi Beams and Principal Waltenbaugh for putting it together, and encouraged everyone to see Beauty and the Beast.

**COMMENTS OF THE CITY COUNCIL**

Council Member Lord agreed that Beauty and the Beast was excellent. She reminded listeners Halloween is coming up so be extra careful. She thanked Megumi Beams for the amazing after school activities, she's proud to be a part of the community.

Council Member Venuti thanked Megumi Beams, reminded listeners about Halloween with Pioneer Avenue businesses. There was good discussion tonight and they don't have a meeting in December.

Council Member Erickson enjoyed hearing all the kids when they said the Pledge of Allegiance. She went to the understudy performance of Beauty and the Beast and it was fun to see the kids she taught music to in leading roles. She thanked the East Hill and West Hill road crews for their work.

Council Member Davis said his son gave a big thumbs up the Main Street Sidewalk. She noted the ordinance regarding parking in the rights-of-way so don't leave cars parked in the road. He added that Belle will be appearing at Library Story Time on Wednesday.

Council Member Aderhold noted that Gregoire Construction does the plowing and sanding of parking lots, not streets. There was a small turnout for Lunch with a Council Member but those who attended discussed items taken up at the last council meeting, short term rentals, and calculation of council votes. She recognized Homer High School for being the State Football Champions. She noted the upcoming Rec Room open house, she thanked the Chamber for hosting the Candidate Forums and KBBI for airing them. She also encouraged seeing Beauty and the Beast.

**ADJOURN**

There being no further business to come before the Council Mayor Castner adjourned the meeting at 9:30 p.m. The next Regular Meeting is Monday, November 14, 2022, at 6:00 p.m. Committee of the Whole at 5:00 p.m. All meetings are scheduled to be held in the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska.

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Melissa Jacobsen, MMC, City Clerk

Approved: \_\_\_\_\_



# City of Homer

[www.cityofhomer-ak.gov](http://www.cityofhomer-ak.gov)

Office of the City Clerk

491 East Pioneer Avenue  
Homer, Alaska 99603

[clerk@cityofhomer-ak.gov](mailto:clerk@cityofhomer-ak.gov)

(p) 907-235-3130

(f) 907-235-3143

## Memorandum 22-188

TO: MAYOR CASTNER AND HOMER CITY COUNCIL  
FROM: MELISSA JACOBSEN, MMC, CITY CLERK  
DATE: NOVEMBER 8, 2022  
SUBJECT: LIQUOR LICENSE RENEWAL AMERICAN LEGION POST 16, GENERAL BUCKNER POST

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The City Clerk's Office has been notified by the Alcohol and Marijuana Control Office of Liquor License Renewal Application for the following:

License Type: Club  
License #: 2466  
DBA Name: American Legion Post #16, General Buckner Post  
Service Location: 2410 East End Road  
Homer, AK 99603  
Licensee: American Legion Post #16, General Buckner Post  
Contact Person: Eileen Faulkner

RECOMMENDATION: Voice non objection and approval for the Liquor License renewal.

Fiscal Note: Revenues.



October 25, 2022

City of Homer, Kenai Peninsula Borough

Via Email: [mjacobsen@ci.homer.ak.us](mailto:mjacobsen@ci.homer.ak.us); [clerk@cityofhomer-ak.gov](mailto:clerk@cityofhomer-ak.gov); [mjenkins@kpb.us](mailto:mjenkins@kpb.us);  
[ivanhoose@kpb.us](mailto:ivanhoose@kpb.us); [jratky@kpb.us](mailto:jratky@kpb.us); [cjackinsky@kpb.us](mailto:cjackinsky@kpb.us); [maldridge@kpb.us](mailto:maldridge@kpb.us); [ncarver@kpb.us](mailto:ncarver@kpb.us);  
[slopez@kpb.us](mailto:slopez@kpb.us); [jblankenship@kpb.us](mailto:jblankenship@kpb.us); [assemblyclerk@kpb.us](mailto:assemblyclerk@kpb.us); [bcarter@kpb.us](mailto:bcarter@kpb.us)

**Re: Notice of 2023/2024 Liquor License Renewal Application**

<b>License Type:</b>	Club	<b>License Number:</b>	2466
<b>Licensee:</b>	American Legion Post #16 General Buckner Post		
<b>Doing Business As:</b>	American Legion Post #16		

We have received a completed renewal application for the above listed license (see attached application documents) within your jurisdiction. This is the notice required under AS 04.11.480.

A local governing body may protest the approval of an application(s) pursuant to AS 04.11.480 by furnishing the director **and** the applicant with a clear and concise written statement of reasons for the protest within 60 days of receipt of this notice, and by allowing the applicant a reasonable opportunity to defend the application before a meeting of the local governing body, as required by 3 AAC 304.145(d). If a protest is filed, the board will deny the application unless the board finds that the protest is arbitrary, capricious, and unreasonable.

To protest the application referenced above, please submit your written protest within 60 days, and show proof of service upon the applicant and proof that the applicant has had a reasonable opportunity to defend the application before a meeting of the local governing body.

Sincerely,

Joan Wilson, Director  
[amco.localgovernmentonly@alaska.gov](mailto:amco.localgovernmentonly@alaska.gov)

STATE OF ALASKA - ALCOHOLIC BEVERAGE CONTROL BOARD

LICENSE NUMBER

FORM CONTROL

XXXX

ISSUED

10/25/2022

ABC BOARD

LIQUOR LICENSE

2023 - 2024

TEMPORARY

2466

LICENSE RENEWAL APPLICATION DUE  
DECEMBER 31, 2024 (AS 04.11.270(b))

THIS LICENSE EXPIRES MIDNIGHT  
FEBRUARY 28, 2025 UNLESS DATED BELOW

TYPE OF LICENSE: Club

LICENSE FEE: \$1,200.00

1110

CITY / BOROUGH: Homer  
Kenai Peninsula Borough

D/B/A: American Legion Post #16  
2410 East Road

Mail Address:  
American Legion Post #16, General Buckner  
PO Box 858  
Homer, AK 99603

This license cannot be transferred without permission  
of the Alcoholic Beverage Control Board

[ ] Special restriction - see reverse side

ISSUED BY ORDER OF THE  
ALCOHOLIC BEVERAGE CONTROL BOARD

*Joan M. Wilson*  
DIRECTOR

04-900 (REV 10/20/22)

THIS LICENSE MUST BE POSTED IN A VISIBLE PLACE ON THE PREMISES

STATE OF ALASKA - ALCOHOLIC BEVERAGE CONTROL BOARD

LICENSE NUMBER

FORM CONTROL

XXXX

ISSUED

10/25/2022

ABC BOARD

LIQUOR LICENSE

2023 - 2024

TEMPORARY

2466

LICENSE RENEWAL APPLICATION DUE  
DECEMBER 31, 2024 (AS 04.11.270(b))

THIS LICENSE EXPIRES MIDNIGHT  
FEBRUARY 28, 2025 UNLESS DATED BELOW

TYPE OF LICENSE: Club

LICENSE FEE: \$1,200.00

CITY / BOROUGH: Homer  
Kenai Peninsula Borough

D/B/A: American Legion Post #16  
2410 East Road

Mailing Address:  
American Legion Post #16, General Buckner  
PO Box 858  
Homer, AK 99603

This license cannot be transferred without permission  
of the Alcoholic Beverage Control Board

[ ] Special restriction - see reverse side

ISSUED BY ORDER OF THE  
ALCOHOLIC BEVERAGE CONTROL BOARD

**COPY**

DIRECTOR

THIS LICENSE MUST BE POSTED IN A VISIBLE PLACE ON THE PREMISES

04-900 (REV 5/9/22)





# AB-17: 2023/2024 License Renewal Application

Alaska Alcoholic Beverage Control Board

## Form AB-17: 2023/2024 General Renewal Application

- This form and any required supplemental forms must be completed, signed by the licensee, and postmarked no later than 12/31/2022 per AS 04.11.270, 3 AAC 304.160, with all required fees paid in full, or a non-refundable \$500.00 late fee applies.
- Any application for renewal or any fees for renewal that have not been postmarked by 2/28/2023 will be expired per AS 04.11.540, 3 AAC 304.160(e).
- All fields of this application must be deemed complete by AMCO staff and must be accompanied by the required fees and all documents required, or the application will be returned without being processed, per AS 04.11.270, 3 AAC 304.105
- Receipt and/or processing of renewal payments by AMCO staff neither indicates nor guarantees in any way that an application will be deemed complete, renewed, or that it will be scheduled for the next ABC Board meeting.

### Section 1 - Establishment Contact Information

Licensee (Owner):	American Legion Post #16, General Buckner Post	License #:	2466
License Type:	Club		
Doing Business As:	American Legion Post #16		
Local Governing Body:	Homer, Kenai Peninsula Borough		
Community Council:			

If your mailing address has changed, write the NEW address below:

Mailing Address:					
City:		State:		ZIP:	

### Section 2 - Licensee Contact Information

**Contact Licensee:** The individual listed below must be part of the ownership structure of the licensee listed in Section 1. This person will be the designated point of contact regarding this license, unless the Optional contact is completed.

Contact Licensee:	EILEEN J FAULKNER	Contact Phone:	907 235-0543
Contact Email:	EJF@GCI.NET		

**Optional:** If you wish for AMCO staff to communicate with anyone other than the Contact Licensee (such as legal counsel) about your license, list their information below:

Name of Contact:		Contact Phone:	
Contact Email:			

### Section 3 - for Package Stores ONLY: Written Order Information

Do you intend to sell alcoholic beverages and ship them to another location in response to written solicitation in calendar years 2022 and/or 2023?

YES  NO





Alaska Alcoholic Beverage Control Board

Form AB-17: 2023/2024 License Renewal Application

Section 4 – Ownership Structure Certification

YES [ ] NO [x]

Did the ownership structure of the licensed business change in 2021/2022?

If Yes, and you have NOT notified AMCO, list the updated information on form AB-39: Change of Officers and submit with your renewal application.

If No, certify the statement below by initialing the box to the right of the statement.

I certify that the ownership structure of the business who owns this alcohol license did not change in any way during the calendar years 2021 or 2022.

[Handwritten initials]

Section 5 – License Operation

Check ONE BOX for EACH CALENDAR YEAR that best describes how this liquor license was operated:

- 1. The license was operated for more than 240 hours throughout each year. (Year-round)
2. The license was only operated during a specified time each year. (Not to exceed 6 months per year)
3. The license was only operated to meet the minimum requirement of 240 total hours each calendar year.
4. The license was not operated at all or was not operated for at least the minimum requirement of 240 total hours each year...

2021 [x] 2022 [x]
[ ] [ ]
[ ] [ ]
[ ] [ ]

Section 6 - Violations and Convictions

Have ANY Notices of Violation been issued for this license?

YES [ ] NO [x]

Has ANY person or entity in this application been convicted of a violation of Title 04, 3AAC 304 or a local ordinance adopted under AS 04.21.010 in 2021 or 2022?

[ ] [x]

If you checked YES, you MUST attach a list of all Notices of Violation and/or Convictions per AS 04.11.270(a)(2)
If you are unsure if you have received any Notices of Violation, contact the office before submitting this form.

Section 7 – Certifications

As an applicant for a liquor license renewal, I declare under penalty of perjury that I have read and am familiar with AS 04 and 3 AAC 304, and that this application, including all accompanying schedules and statements, are true, correct, and complete.

- I agree to provide all information required by the Alcoholic Beverage Control Board or requested by AMCO staff in support of this application...
I certify that in accordance with AS 04.11.450, no one other than the licensee(s), as defined in AS 04.11.260, has a direct or indirect financial interest in the licensed business.
I certify that this entity is in good standing with Corporations, Business and Professional Licensing (CBPL) and that all entity officials and stakeholders are current...



Alaska Alcoholic Beverage Control Board

Form AB-17: 2023/2024 License Renewal Application

- I certify that all licensees, agents, and employees who sell or serve alcoholic beverages or check identification of patrons have completed an alcohol server education course approved by the ABC Board and keep current, valid copies of their course completion cards on the licensed premises during all working hours, if applicable for this license type as set forth in AS 04.21.025 and 3 AAC 304.465.

I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.

*Eileen J Faulkner*  
Signature of licensee

EILEEN J FAULKNER  
Printed name of licensee



*Rachel Tussey*  
Signature of Notary Public

Notary Public in and for the State of Alaska

My commission expires: 12/10/2022

Subscribed and sworn to before me this 17 day of October, 2022.

- Restaurant and Eating Place** applications must include a completed AB-33: Restaurant Receipts Affidavit
- Recreational Site** applications must include a completed AB-36: Recreational Site Statement
- Tourism** applications must include a completed AB-37: Tourism Statement
- Wholesale** applications must include a completed AB-25: Supplier Certification
- Common Carrier** applications must include a current safety inspection certificate

All renewal and supplemental forms are available online:  
<https://www.commerce.alaska.gov/web/amco/AlcoholLicenseApplication.aspx>

FOR OFFICE USE ONLY

License Fee:	\$	Application Fee:	\$ 300.00	Misc. Fee:	\$
Total Fees Due:					\$



# Department of Commerce, Community, and Economic Development CORPORATIONS, BUSINESS & PROFESSIONAL LICENSING

State of Alaska / Commerce / Corporations, Business, and Professional Licensing / Search & Database Download / Corporations / Entity Details

## ENTITY DETAILS

### Name(s)

Type	Name
Legal Name	GENERAL BUCKNER POST #16, THE AMERICAN LEGION, DEPARTMENT OF ALASKA, INCORPORATED.

**Entity Type:** Nonprofit Corporation

**Entity #:** 4570D

**Status:** Good Standing

**AK Formed Date:** 8/3/1959

**Duration/Expiration:** Perpetual

**Home State:** ALASKA

**Next Biennial Report Due:** 7/2/2023

**Entity Mailing Address:** PO BOX 858, HOMER, AK 99603

**Entity Physical Address:** 2410 E END RD, HOMER, AK 99603

## Registered Agent

**Agent Name:** WILLIAM SHELDON

**Registered Mailing Address:** PO BOX 3024, HOMER, AK 99603

**Registered Physical Address:** 50915 MT GLACIER CT, HOMER, AK 99603

## Officials

AK Entity #	Name	Titles	<input type="checkbox"/> Show Former Owned
	EILEEN FAULKNER	Secretary	
	ISSAC STERN	Director	

AK Entity #	Name	Titles	Owned
	JOHN CHAPPLE III	Treasurer	
	PHILLIP CELTIC	Director	
	RALPH CRANE	Director	
	RONALD BRAUM	President	
	WILLIAM SHELDON	Vice President	

## Filed Documents

Date Filed	Type	Filing	Certificate
8/03/1959	Creation Filing		
2/03/1988	Biennial Report		
6/19/1989	Biennial Report		
6/17/1991	Biennial Report		
8/16/1993	Biennial Report	<a href="#">Click to View</a>	
12/07/1995	Biennial Report	<a href="#">Click to View</a>	
11/28/1997	Biennial Report	<a href="#">Click to View</a>	
8/02/1999	Biennial Report	<a href="#">Click to View</a>	
7/06/2001	Biennial Report	<a href="#">Click to View</a>	
7/03/2003	Biennial Report	<a href="#">Click to View</a>	
7/03/2003	Agent Change	<a href="#">Click to View</a>	
6/03/2008	Agent Resignation	<a href="#">Click to View</a>	
2/14/2011	Agent Change	<a href="#">Click to View</a>	
3/02/2011	Biennial Report	<a href="#">Click to View</a>	
3/02/2011	Biennial Report	<a href="#">Click to View</a>	
3/02/2011	Biennial Report	<a href="#">Click to View</a>	
3/02/2011	Biennial Report	<a href="#">Click to View</a>	
7/02/2013	Biennial Report	<a href="#">Click to View</a>	
6/29/2015	Biennial Report	<a href="#">Click to View</a>	
7/31/2017	Biennial Report	<a href="#">Click to View</a>	
8/03/2017	Agent Change	<a href="#">Click to View</a>	
9/19/2019	Biennial Report	<a href="#">Click to View</a>	
10/21/2019	Agent Change	<a href="#">Click to View</a>	
1/15/2021	Change of Officials	<a href="#">Click to View</a>	
1/15/2021	Agent Change	<a href="#">Click to View</a>	
5/20/2021	Biennial Report	<a href="#">Click to View</a>	
5/25/2022	Change of Officials	<a href="#">Click to View</a>	



# City of Homer

[www.cityofhomer-ak.gov](http://www.cityofhomer-ak.gov)

## Police Department

625 Grubstake Avenue  
Homer, Alaska 99603

[police@cityofhomer-ak.gov](mailto:police@cityofhomer-ak.gov)

(p) 907-235-3150

(f) 907-235-3151/ 907-226-3009

## Memorandum

TO: MELISSA JACOBSEN, MMC, CITY CLERK  
CC: LISA LINEGAR, COMMUNICATIONS SUPERVISOR  
FROM: MARK ROBL, POLICE CHIEF  
DATE: NOVEMBER 8, 2022  
SUBJECT: LIQUOR LICENSE RENEWAL – NO OBJECTION

---

Homer Police Department has no objection to the Alcohol and Marijuana Control Office of Liquor License Renewal Application for the following:

License Type: Club  
License #: 2466  
DBA Name: American Legion Post #16, General Buckner Post  
Service Location: 2410 East End Road  
Homer, AK 99603  
Licensee: American Legion Post #16, General Buckner Post  
Contact Person: Eileen Faulkner



## Office of the Borough Clerk

144 North Binkley Street, Soldotna, Alaska 99669 • (907) 714-2160 • (907) 714-2388 Fax

Johni Blankenship, MMC  
Borough Clerk

11/3/2022

Sent via email: [clerk@ci.homer.ak.us](mailto:clerk@ci.homer.ak.us)

Homer City Hall  
City of Homer Clerk

RE: Non-Objection of Application

Licensee/Applicant	:	AMERICAN LEGION #16, GENERAL BUCKNER
Business Name	:	AMERICAN LEGION POST #16
License Type	:	Club
License Location	:	2410 East Rd, City of Homer
License No.	:	2466
Application Type	:	License Renewal

Dear Ms. Jacobsen,

This serves to advise that the Kenai Peninsula Borough has reviewed the above referenced application and has no objection.

Should you have any questions, or need additional information, please do not hesitate to let us know.

Sincerely,

Johni Blankenship, MMC  
Borough Clerk

JB/jr

cc: [postsixteen@yahoo.com](mailto:postsixteen@yahoo.com);





# City of Homer

[www.cityofhomer-ak.gov](http://www.cityofhomer-ak.gov)

Office of the Mayor

491 East Pioneer Avenue  
Homer, Alaska 99603

[mayor@ci.homer.ak.us](mailto:mayor@ci.homer.ak.us)

(p) 907-235-3130

(f) 907-235-3143

## Memorandum 22-189

TO: HOMER CITY COUNCIL  
FROM: MAYOR CASTNER  
DATE: NOVEMBER 8, 2022  
SUBJECT: APPOINTMENT OF GORDON PITZMAN TO THE ECONOMIC  
DEVELOPMENT ADVISORY COMMISSION

---

Gordon Pitzman is appointed to the Economic Development Advisory Commission to fill the term vacated by Adele Person. This term will expire April 1, 2024.

### Recommendation

Confirm the appointment of Gordon Pitzman to the Economic Development Advisory Commission.

Published on *City of Homer Alaska Official Website* (<https://www.cityofhomer-ak.gov>)

[Home](#) > [Application for Appointment to an Advisory Body](#) > [Webform results](#) > Application for Appointment to an Advisory Body

#### Submission information

Form: [Application for Appointment to an Advisory Body](#) [1]

Submitted by Visitor (not verified)

Wed, 09/28/2022 - 1:42pm

216.67.51.247

#### Applicant Information

**Full Name**

Gordon Pitzman

**Physical Address Where you Claim Residency**

990 Bell Ave

**Mailing Address**

PO Box 3135

**Phone Number(s)**

9073996265

**Email**

gpitzman@gmail.com

**Advisory Bodies**

- Planning Commission – Meetings held on the 1st and 3rd Wednesday of each month at 6:30 p.m. and Worksessions at 5:30 p.m. prior to each meeting. No first meeting in July or second meetings in November and December.
- Parks, Art, Recreation & Culture Advisory Commission – Meetings held on the 3rd Thursday of February through June and August through November at 5:30 p.m.
- Port & Harbor Advisory Commission – Meetings held on the 4th Wednesday of January, February, March, April, September, and October at 5:00 p.m.; the 4th Wednesday of May, June, July, and August at 6:00 p.m.; and the 2nd Wednesday of December at 5:00 p.m.
- Economic Development Advisory Commission – Meetings held on the 2nd Tuesday of each month at 6:00 p.m.

#### Residency

**Are you a City Resident?** Yes

**If yes, how long have you been a City Resident?** 50+ years

**How long have you been a resident of the South Peninsula Area?** 50+ years

#### Background Information

##### **Have you ever served on a similar advisory body?**

If so please list when, where, and how long: I served on the Homer High School Site Council for 2 or 3 years, however long the term was. I also served a term on Friends of Kachemak Bay State Park.

##### **Other memberships**

Please list any current memberships or organizations you belong to related to your selection(s):

I'm a member of the National Association of Realtors, the North Pacific Fisheries Association, the Bristol Bay Fisherman's Association, and I am a Homer business owner (Red Knot Real Estate).

##### **Special Training & Education**

Please list any special training, education, or background you may have which is related to your selection(s): I'm a retired teacher. I have a Master of Arts in Teaching K-12. I have my real estate license and I currently manage my business Red Knot Real Estate in Homer. For about 10 years I owned a water taxi business as well operating in Kachemak Bay, but I sold out in 2007. I am currently a commercial fishing boat owner and I keep my boat in the harbor year round to participate in oil spill response training and to be ready to respond on a moment's notice. I fished in upper Cook Inlet for 19 years and now I fish in Bristol Bay in the summer.

##### **Why are you interested in serving on the selected Advisory Body?**

Please briefly state why you are interested in serving on the advisory body selected. This may include information on future goals or projects you wish to see accomplished or any additional information that may assist the Mayor in the decision making process.

I don't have any pet projects, just looking to get involved in my community and help steer this ship to a future we can all be proud of.

##### **For Planning Commission Only: Have you ever developed real property other than a personal residence?**

If yes, briefly explain: No, I have not.

##### **For Port & Harbor Commission Only: Do you use the Homer Port and/or Harbor on a regular basis?**

Yes

##### **If yes, what is your primary use?**

Commercial and some recreational

**Source URL:** <https://www.cityofhomer-ak.gov/node/9051/submission/49886>

##### **Links**

[1] <https://www.cityofhomer-ak.gov/cityclerk/application-appointment-advisory-body>

1 **CITY OF HOMER**  
2 **HOMER, ALASKA**

3 City Manager/  
4 Port Director

5 **ORDINANCE 22-74**

6  
7 AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA,  
8 AMENDING THE FY23 CAPITAL BUDGET BY APPROPRIATING  
9 \$7,400 FROM THE PORT RESERVE FUND TO REPAIR AND REPLACE  
10 THE CITY ICE PLANT'S AMMONIA LINES AND VALVES AND  
11 AUTHORIZING THE CITY MANAGER TO EXECUTE THE APPROPRIATE  
12 DOCUMENTS TO CONTRACT WITH ALASKA INDUSTRIAL SERVICES  
13 FOR THE REPAIR.

14  
15 WHEREAS, The City Ice Plant has steel ammonia lines and valves that must be replaced  
16 to meet safe operating standards; and

17  
18 WHEREAS, The installation of replacement lines requires technicians with specialized  
19 skills and endorsements; and

20  
21 WHEREAS, The Port and Harbor reached out to three businesses with the necessary  
22 skills and certificates to acquire quotes for the proposed work and of the bids collected the  
23 lowest bid was made by Alaska Industrial Services; and

24  
25 WHEREAS, In addition to being the lowest bidder the City's local bidder's 5% preference  
26 requirements apply for Alaska Industrial Services; and

27  
28 WHEREAS, Alaska Industrial Services' bid for installation of the required ammonia lines  
29 and valves was \$7,400.

30  
31 NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

32  
33 Section 1. The Homer City Council hereby amends the FY23 Capital Budget by  
34 appropriating \$7,400 to complete repairs of the city ice plant's ammonia lines as follows:

<u>Fund</u>	<u>Description</u>	<u>Amount</u>
456-0380	Ice Plant NH3 line repair	\$7,400

35  
36  
37  
38  
39 Section 2. This Ordinance is a budget Ordinance only, is not permanent in nature, and  
40 shall not be codified.

41  
42 ENACTED BY THE HOMER CITY COUNCIL this \_\_\_\_\_ day of \_\_\_\_\_, 2022.  
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CITY OF HOMER

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KEN CASTNER, MAYOR

ATTEST:

---

MELISSA JACOBSEN, MMC, CITY CLERK

YES:

NO:

ABSTAIN:

ABSENT:

First Reading:

Public Hearing:

Second Reading:

Effective Date:



# City of Homer

[www.cityofhomer-ak.gov](http://www.cityofhomer-ak.gov)

Port and Harbor

4311 Freight Dock Road  
Homer, AK 99603

[port@cityofhomer-ak.gov](mailto:port@cityofhomer-ak.gov)

(p) 907-235-3160

(f) 907-235-3152

## Memorandum 22-192

TO: HOMER CITY COUNCIL & MAYOR CASTNER  
FROM: BRYAN HAWKINS, PORT DIRECTOR/HARBORMASTER  
DATE: NOVEMBER 02, 2022  
SUBJECT: ICE PLANT AMMONIA PIPING REPLACEMENT

---

Ammonia refrigerant at the Ice plant moves throughout the system by way of welded steel piping. The purpose of this project is to replace and relocate piping and the NH<sub>3</sub> solenoid valve system, which will increase efficiency and lower maintenance and operational costs.

Staff reached out to three welding companies known to have technicians with the proper certifications to weld on the ammonia production lines and two offered bids but the third choose not to give us a quote.

Of the two quotes the lowest is from Alaska Industrial Services for \$7,400.00

Ice Plant staff have been working to implement improvements recommended in the 2021 Ice Plant study that we commissioned from Coffman Engineers. This project accomplishes two things 1) increases the efficiency of the system by reorienting and replacing the 35-year-old solenoid control valves in the third floor Ice Machine room. 2) Lowers operational costs, as the old system is not adequately controlling the ammonia when the plant is in operation.

### Recommendation

Recommend that Council pass Ordinance 22-74 amending the FY23 operating budget by appropriating **\$7,400.00** from the Port Reserve fund in order to contract with Alaska Industrial Services to complete repairs to the city of Homer's Ice Plant steel refrigerant lines and authorize the City Manager to execute the appropriate documents.

Attachments      Estimate 1010 from Alaska Industrial Services LLC.pdf

Alaska Industrial Services, LLC  
 PO Box 2684  
 Homer, AK 99603  
 +1 9073991060  
 alaskaindustrialservice@gmail.com

**ADDRESS**

City of Homer Port and Harbor  
 4311 Freight Dock Road  
 Homer, Alaska 99603

**Quote 1010**

**DATE 10/25/2022**

**EXPIRATION DATE 11/30/2022**

**PO #**

City Ice Plant

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	<b>Services- Job Rate</b>	Cut and remove old ammonia lines. Fit up and weld out in new orientation. Cut and blind off old pipe to condenser for removal.	1	7,400.00	7,400.00T

SUBTOTAL	7,400.00
TAX	0.00
<b>TOTAL</b>	<b>\$7,400.00</b>

Accepted By

Accepted Date

CITY OF HOMER  
FINANCIAL SUPPLEMENT

PROJECT NAME	<u>Repair/Replace Ice Plant Ammonia Lines and Valves</u>	DATE	<u>11/08/2022</u>
DEPARTMENT	<u>Port and Harbor</u>	SPONSOR	<u>City Manager/Port Director</u>
REQUESTED AMOUNT	<u>\$ 7,400</u>		

DESCRIPTION	<p>The City Ice Plant has steel ammonia lines and valves that must be replaced to meet safe operating standards. The installation of replacement lines requires technicians with specialized skills and endorsements.</p> <p>The Port and Harbor reached out to three businesses with the necessary skills and certificates to acquire quotes for the proposed work and of the bids collected the lowest bid was made by Alaska Industrial Services. In addition to being the lowest bidder the City's local bidder's 5% preference requirements apply for Alaska Industrial Services. Alaska Industrial Services' bid for installation of the required ammonia lines and valves was \$7,400.</p>
-------------	---

FUNDING SOURCE(S)	OPERATING	GF CARMA	GF FLEET CARMA	PORT RESERVES	WATER CARMA
	0%	0%	0%	100%	0%
	HAWSP	HART-ROADS	HART-TRAILS	PORT FLEET RESERVES	SEWER CARMA
	0%	0%	0%	0%	0%

FUNDING SOURCE 1: Port Reserves	FUNDING SOURCE 2:	FUNDING SOURCE 3:
Current Balance <u>\$ 2,770,343</u>	Current Balance _____	Current Balance _____
Encumbered <u>\$ 619,245</u>	Encumbered _____	Encumbered _____
Requested Amount <u>\$ 7,400</u>	Requested Amount _____	Requested Amount _____
Other Items on Current Agenda <u>\$ 631,814</u>	Other Items on Current Agenda _____	Other Items on Current Agenda _____
Remaining Balance <u>\$ 1,511,884</u>	Remaining Balance _____	Remaining Balance _____
FUNDING SOURCE 4:	FUNDING SOURCE 5:	FUNDING SOURCE 6:
Current Balance _____	Current Balance _____	Current Balance _____
Encumbered _____	Encumbered _____	Encumbered _____
Requested Amount _____	Requested Amount _____	Requested Amount _____
Remaining Balance _____	Remaining Balance _____	Remaining Balance _____



**ORDINANCE REFERENCE SHEET**  
**2022 ORDINANCE**  
**ORDINANCE 22-74**

An Ordinance of the City Council of Homer, Alaska, Amending the FY23 Capital Budget by Appropriating \$7,400 from the Port Reserve Fund to Repair and Replace the City Ice Plant's Ammonia Lines and Valves and Authorizing the City Manager to Negotiate and Execute the Appropriate Documents to Contract with Alaska Industrial Services for the Repair.

Sponsor: City Manager/Port Director

1. City Council Regular Meeting November 14, 2022 Introduction

Memorandum 22-192 from Port Director/Harbormaster as backup

**CITY OF HOMER  
HOMER, ALASKA**

Port Director/City Manager

**ORDINANCE 22-75**

AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA, AMENDING THE FY23 CAPITAL BUDGET BY ACCEPTING AND APPROPRIATING A MATCHING GRANT FROM THE STATE OF ALASKA MUNICIPAL HARBOR GRANT PROGRAM IN THE AMOUNT OF \$366,000 FOR THE HARBOR BASIN CATHODIC PROTECTION PROJECT AND APPROPRIATING AN ADDITIONAL \$174,050.90 FROM THE PORT RESERVE FUND TO FULFILL THE CITY OF HOMER 50% MATCH REQUIREMENT.

WHEREAS, Pile in the Homer Harbor ranges in age from 34 to 26 years old and over time electrolysis has depleted the original galvanized protective coating, no longer protecting the pilings from corrosion; and

WHEREAS, In 2018 the Port & Harbor utilized \$200,000 in harbor maintenance and reserve funds to protect about 25% of the load bearing piles in the harbor; and

WHEREAS, Restoring cathodic protection to the entire harbor is critical for preserving the structural integrity of the foundation for the Harbor's float systems; and

WHEREAS, Council approved \$200,000 in the City's FY2022-2023 Capital Budget (ORD 21-36 (S-2)(A)) to continue the Harbor Basin Cathodic Protection project; and

WHEREAS, Resolution 21-052 authorized City staff to apply for an FY23 Municipal Harbor Facility Grant from the State of Alaska in support of extending cathodic protection harbor-wide; and

WHEREAS, The State of Alaska awarded the City of Homer an FY23 Tier II Municipal Harbor Facility Grant in the amount of \$366,000.00 for the purpose of completing cathodic protection harbor-wide; and

WHEREAS, The Municipal Harbor Facility Grant program requires a 50% local match; and

WHEREAS, After engineering the next phase of the project, the Harbor Basin Cathodic Protection project budget has a balance of \$191,949.10, which is available to help meet the City of Homer grant match requirement.

43 NOW, THEREFORE, The City of Homer Ordains:  
44

45 Section 1. The Homer City Council hereby amends the FY23 Capital Budget by  
46 accepting and appropriating an Alaska Municipal Harbor Grant from the State of Alaska for  
47 FY2023 in the amount of \$366,000 as follows:  
48

<u>Fund</u>	<u>Description</u>	<u>Amount</u>
415-XXXX	FY23 State of Alaska Municipal Harbor Facility Grant	\$366,000

52 Section 2. The Homer City Council hereby amends the FY23 Capital Budget by  
53 appropriating a total of \$366,000 from the Port & Harbor Reserves to fulfill the Municipal  
54 Harbor Grant program 50% match requirement. This total includes an existing appropriation  
55 of \$191,949.10, and a new appropriation of \$174,050.90:  
56

<u>Fund</u>	<u>Description</u>	<u>Amount</u>
456-0380	Grant Matching Funds – Existing Appropriation	\$191,949.10
456-0380	Grant Matching Funds from Port & Harbor Reserves	\$174,050.90

61 Section 3. The total project appropriation is \$732,000, with 50% funding from FY23 SOA  
62 Municipal Harbor Facility Grant and 50% from Port & Harbor Reserves.  
63

<u>Fund</u>	<u>Description</u>	<u>Amount</u>
415-xxxx	FY23 State of Alaska Municipal Harbor Facility Grant	\$366,000
456-0380	Grant Matching Funds – Existing Appropriation	\$191,949.10
456-0380	Grant Matching Funds – Port & Harbor Reserves	\$174,050.90

69 Section 4. The City Manager is authorized to execute the appropriate documents.  
70

71 Section 5. This is a budget amendment ordinance, is temporary in nature, and shall  
72 not be codified.  
73

74 ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this \_\_\_ day of \_\_\_\_\_,  
75 2022.  
76

77  
78 CITY OF HOMER  
79

80  
81 \_\_\_\_\_  
82 KEN CASTNER, MAYOR  
83

84 ATTEST:

85

86 \_\_\_\_\_

87 MELISSA JACOBSEN, MMC, CITY CLERK

88

89 YES:

90 NO:

91 ABSTAIN:

92 ABSENT:

93

94 First Reading:

95 Public Hearing:

96 Second Reading:

97 Effective Date:

98

99 Reviewed and approved as to form.

100

101 \_\_\_\_\_

102 Rob Dumouchel, City Manager

103

104 Date: \_\_\_\_\_

\_\_\_\_\_  
Michael Gatti, City Attorney

Date: \_\_\_\_\_



## Memorandum 22-193

TO: Mayor Castner and Homer City Council

THRU: Rob Dumouchel, City Manager

FROM: Bryan Hawkins, Port Director

DATE: November 7, 2022

SUBJECT: Ordinance 22-5 Acceptance of an FY23 Tier II Municipal Harbor Facility Grant from the State of Alaska for Cathodic Protection in Homer Port and Harbor

---

The hot-dipped galvanized coating that initially protected the piling within Homer Harbor from corrosion has an effective life between 15 and 20 years. Most of the float system piling in Homer Harbor predates the 1999 ownership exchange from the State to the City of Homer. Engineering surveys show that the original protective galvanized coating on the pile has been depleted, indicating that the steel is freely corroding at this point. With over 500 steel pilings in the harbor securing the 161,000 square feet of concrete and wood floats, we can't have them corroding away and losing structural integrity.

Securing zinc anodes to the pile as a sacrificial source of positively charged ions is an effective way to prevent pile corrosion from electrolysis (as the anodes will oxidize preferentially to the steel).

In 2018, we started installing a zinc anode protection system for the harbor designed by R&M Engineering. This work was funded with from the Port and Harbor maintenance budget and Port and Harbor Reserve funds at a cost of approximately \$200,000. About 25% of the load bearing piles within the harbor are now protected against corrosion, which significantly reduces anticipated maintenance and replacement cost.

Protecting the remainder of the harbor pile is a high priority maintenance item for our facility. As such, \$200,000 for Harbor Basin Cathodic Protection was approved in the City's 2022/2023 capital budget to continue the project. To date, \$8,050.90 has been spent on the Cathodic Protection project for engineering and creating the RFP documents.

Staff subsequently applied to the State of Alaska for a FY23 Municipal Harbor Facility Grant to protect the remaining 75% of the harbor pile, received top ranking among Tier II projects, and has been awarded \$366,000 in grant funding. Approving receipt of this grant award and appropriating match funds allows us to proceed with Global Diving and Salvage through a contractual agreement to purchase materials and complete installation this winter.

### **Recommendation:**

Accept and appropriate the FY23 Tier II Alaska Municipal Harbor Grant in the amount of \$366,000 for the purpose of Harbor Basin Cathodic Protection. Amend the FY2023 Capital budget by appropriating \$174,050.90 from the Port and Harbor reserves, which, combined with the \$191,949.10 balance of the existing appropriation, completes the 50% grant match requirement.

CITY OF HOMER  
FINANCIAL SUPPLEMENT

PROJECT NAME	<u>Municipal Harbor Grant - Cathodic Protection</u>	DATE	<u>11/08/2022</u>
DEPARTMENT	<u>Port and Harbor</u>	SPONSOR	<u>City Manager/Port Director</u>
REQUESTED AMOUNT	<u>\$ 174,051</u>		

DESCRIPTION	<p>Council approved \$200,000 in the City's FY2022-2023 Capital Budget (ORD 21-36 (S-2)(A)) to continue the Harbor Basin Cathodic Protection project.</p> <p>Resolution 21-052 authorized City staff to apply for an FY23 Municipal Harbor Facility Grant from the State of Alaska in support of extending cathodic protection harbor-wide. The State of Alaska awarded the City of Homer an FY23 Tier II Municipal Harbor Facility Grant in the amount of \$366,000.00 for the purpose of completing cathodic protection harbor-wide. The Municipal Harbor Facility Grant program requires a 50% local match.</p> <p>After engineering the next phase of the project, the Harbor Basin Cathodic Protection project budget has a balance of \$191,949.10, which is available to help meet the City of Homer grant match requirement.</p>
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FUNDING SOURCE(S)	OPERATING	GF CARMA	GF FLEET CARMA	PORT RESERVES	WATER CARMA
	0%	0%	0%	100%	0%
	HAWSP	HART-ROADS	HART-TRAILS	PORT FLEET RESERVES	SEWER CARMA
	0%	0%	0%	0%	0%

FUNDING SOURCE 1: Port Reserves	FUNDING SOURCE 2:	FUNDING SOURCE 3:
Current Balance <u>\$ 2,770,343</u>	Current Balance _____	Current Balance _____
Encumbered <u>\$ 619,245</u>	Encumbered _____	Encumbered _____
Requested Amount <u>\$ 174,051</u>	Requested Amount _____	Requested Amount _____
Other Items on Current Agenda <u>\$ 465,163</u>	Other Items on Current Agenda _____	Other Items on Current Agenda _____
Remaining Balance <u>\$ 1,511,884</u>	Remaining Balance _____	Remaining Balance _____
FUNDING SOURCE 4:	FUNDING SOURCE 5:	FUNDING SOURCE 6:
Current Balance _____	Current Balance _____	Current Balance _____
Encumbered _____	Encumbered _____	Encumbered _____
Requested Amount _____	Requested Amount _____	Requested Amount _____
Remaining Balance _____	Remaining Balance _____	Remaining Balance _____

**ORDINANCE REFERENCE SHEET**  
**2022 ORDINANCE**  
**ORDINANCE 22-75**

An Ordinance of the City Council of Homer, Alaska, Amending the FY23 Capital Budget by Accepting and Appropriating a Matching Grant from the State of Alaska Municipal Harbor Grant Program in the Amount of \$366,000 for the Harbor Basin Cathodic Protection Project and Appropriating an Additional \$174,050.90 from the Port Reserve Fund to fulfill the City's 50% Match Requirement.

Sponsor: City Manager/Port Director

1. City Council Regular Meeting November 14, 2022 Introduction

Memorandum 22-193 from Port Director/Harbormaster as backup

1 **CITY OF HOMER**  
2 **HOMER, ALASKA**

3 City Manager

4 **ORDINANCE 22-76**

5  
6 AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA  
7 ACCEPTING AND APPROPRIATING AN FY 2022 STATE HOMELAND  
8 SECURITY PROGRAM GRANT IN THE AMOUNT OF \$43,702.43  
9 FROM THE ALASKA DIVISION OF HOMELAND SECURITY &  
10 EMERGENCY MANAGEMENT (DHS&EM) TO UPGRADE THE CITY'S  
11 RADIO COMMUNICATION SYSTEM, AUTHORIZING A SOLE SOURCE  
12 REQUEST TO CONTRACT WITH PROCOMM ALASKA AND  
13 AUTHORIZING THE CITY MANAGER TO EXECUTE THE  
14 APPROPRIATE DOCUMENTS.  
15

16 WHEREAS, The City's radio communication system supports the City of Homer's ability  
17 to prevent, protect against, respond to and recover from all hazard events; and  
18

19 WHEREAS, Components of the system require upgrades to keep up with technological  
20 advances and maintain interoperability; and  
21

22 WHEREAS, The City is pleased to have been awarded \$43,702.43 from the Division of  
23 Homeland Security and Emergency Management (DSH&EM) to procure and install two mobile  
24 repeaters in Homer Police Department vehicles and upgrade three vehicle mounted mobile radios for  
25 the Homer Volunteer Fire Department; and  
26

27 WHEREAS, Motorola equipment is the only equipment that will interface properly with  
28 the City's existing communications system and allow system functionality to remain the same;  
29 and  
30

31 WHEREAS, The radio equipment must meet P25 Standards and ProComm Alaska is  
32 Motorola's only certified APCO P25 Systems Specialist in the State of Alaska; and  
33

34 WHEREAS, ProComm Alaska is the only firm in the state of Alaska authorized as a full  
35 service manufacturer's representative for Motorola equipment, and has serviced City of Homer  
36 communications equipment for thirty years, a sole source contract with ProComm is justified.  
37

38 NOW, THEREFORE, THE CITY OF HOMER ORDAINS:  
39

40 Section 1. The Homer City Council hereby accepts and appropriates an FY2022 State  
41 Homeland Security Program Grant to the City of Homer from the DHS&EM in the amount of  
42 \$43,702.43 for the purpose of upgrading the City's radio communication system as follows:



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Revenue:

<u>Fund</u>	<u>Description</u>	<u>Amount</u>
151-XXXX	FY2022 State Homeland Security Grant Program	43,702.43

Expenditure:

<u>Fund</u>	<u>Description</u>	<u>Amount</u>
151-XXXX	Homer Police Dept. Radio Mobile Repeaters	\$29,022
151-XXXX	Homer Volunteer Fire Dept. Mobile Radios	\$14,680.43

Section 2. The City Manager is authorized to request approval from DHS&EM and upon approval enter into a sole source contract with ProComm Alaska to purchase, program and install the radio equipment.

Section 3. The City Manager is authorized to execute the appropriate documents.

Section 3. This is a budget amendment ordinance, is temporary in nature, and shall not be codified.

ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this \_\_ day of \_\_\_\_\_, 2022.

CITY OF HOMER

\_\_\_\_\_  
KEN CASTNER, MAYOR

ATTEST:

\_\_\_\_\_  
MELISSA JACOBSEN, MMC, CITY CLERK

YES:

NO:

ABSTAIN:

ABSENT:

- 85 Introduction:
- 86 Public Hearing:
- 87 Second Reading:
- 88 Effective Date:



# City of Homer

[www.cityofhomer-ak.gov](http://www.cityofhomer-ak.gov)

## Police Department

625 Grubstake Avenue  
Homer, Alaska 99603

[police@cityofhomer-ak.gov](mailto:police@cityofhomer-ak.gov)

(p) 907-235-3150

(f) 907-235-3151/ 907-226-3009

## Memorandum 22-194

TO: City Manager Dumouchel  
FROM: Chief Robl  
DATE: 11-1-2022  
SUBJECT: FY 2022 Homeland Security Grant

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I am pleased to report that the City has been awarded a FY2022 Homeland Security grant in the amount of \$43,702.43 for upgrading our public safety radio system.

This grant will fund the purchase of two mobile radio repeaters for the police department and three mobile radios for the fire department. The radio repeaters will be installed in Homer Police vehicles. We will be able to deploy them to major crime/incident scenes and to areas with marginal radio system coverage. In both scenarios, these repeaters will enhance our ability to communicate clearly and efficiently with dispatch and other responding agencies. In areas of extremely weak signal coverage, the repeaters will make the difference enabling us to have radio communication versus having none at all.

The mobile radios that were funded will be placed in two Homer Volunteer Fire Department command vehicles and one ambulance. Currently one of the command vehicles does not have a radio. The other command vehicle and ambulance do not have radios with full ALMR capabilities. These new radios are fully ALMR capable and will ensure solid effective radio communications between these units, police vehicles and allied agencies in the event of a mutual-aid response of some type.

ProComm Alaska has been servicing our radio system for 30 years. They have all of our programming and key codes on file. They are the only radio service provider in the state able to successfully install and integrate new equipment into our existing system. They are also uniquely suited to maintain our system with Motorola factory trained and qualified technicians.

**Recommendation** I recommend we ask City Council to accept and appropriate the FY 2022 State Homeland Security Grant in the amount of \$43,702.43 and approve a sole source purchase request to ProComm Alaska for the associated equipment.

**ORDINANCE REFERENCE SHEET**  
**2022 ORDINANCE**  
**ORDINANCE 22-76**

An Ordinance of the City Council of Homer, Alaska, Accepting and Appropriating an FY22 State Homeland Security Grant in the Amount of \$43,702.43 from the Alaska Division of Homeland Security & Emergency Management (DHS&EM) to Upgrade the City's Radio Communication System, Authorizing a Sole Source Request to Contract with ProComm Alaska and Authorizing the City Manager to Negotiate and Execute the Appropriate Documents.

Sponsor: City Manager

1. City Council Regular Meeting November 14, 2022 Introduction

Memorandum 22-194 from Police Chief as backup

**CITY OF HOMER  
HOMER, ALASKA**

City Manager/  
Public Works Director

**ORDINANCE 22-77**

AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA AMENDING THE FY23 CAPITAL BUDGET BY APPROPRIATING \$25,000 FROM THE HOMER ACCELERATED ROADS AND TRAILS (HART) ROAD FUND FOR AN ON-CALL SERVICES CONTRACT WITH THE KACHEMAK BAY CONSERVATION SOCIETY AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE THE APPROPRIATE DOCUMENTS.

WHEREAS, One of goals established by the City Council is to combat climate change and make progress on the City's Climate Action Plan; and

WHEREAS, The City has embarked on an ambitious program to integrate green infrastructure into its storm water management strategies; and

WHEREAS, It would be advantageous to conduct public outreach and education about the goals and benefits of such strategies; and

WHEREAS, The Kachemak Bay Conservation Society ("KBCS") is a local not-for-profit organization, which is willing and able to assist the City with its public outreach and education efforts; and

WHEREAS, The KBCS is primarily funded by grants and donations; and

WHEREAS, The City proposes to enter into an on-call services contract with the KBCS for the purpose of engaging the KBCS' expertise on designated questions/projects.

WHEREAS, The City Council adopted Resolution 17-038, on April 24, 2017, amending the Homer Accelerated Roads and Trails Program (HART) Policy Manual; and

WHEREAS, The HART Policy Manual establishes criteria to be used for determining which projects qualify for HART-Roads funding; and

WHEREAS, The criteria, which would be met by the On-Call Services Contract with the KBCS, include:

- Corrects deficiencies of existing systems
- Corrects Drainage Problems

- 43 • Reduces maintenance costs

44 WHEREAS, The HART-Roads Fund has sufficient capital to fund an On-call Services  
45 Contract with the KBCS.

46  
47 NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

48  
49 Section 1. The Homer City Council hereby amends the FY23 Capital Budget by  
50 appropriating \$25,000 for an On-call Services Contract with the Kachemak Bay Conservation  
51 Society as follows:

52	<u>Fund</u>	<u>Description</u>	<u>Amount</u>
53	160	HART Roads	\$25,000

54  
55  
56 Section 2. This is a budget amendment ordinance, is not permanent in nature, and shall  
57 not be codified.

58  
59 ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this 28<sup>th</sup> day of November, 2022.

60  
61 CITY OF HOMER

62  
63  
64 \_\_\_\_\_  
65 KEN CASTNER, MAYOR

66 ATTEST:

67 \_\_\_\_\_  
68 MELISSA JACOBSEN, MMC, CITY CLERK

69  
70 YES:

71 NO:

72 ABSTAIN:

73 ABSENT:

74  
75 First Reading:

76 Public Hearing:

77 Second Reading:

78 Effective Date:



# City of Homer

[www.cityofhomer-ak.gov](http://www.cityofhomer-ak.gov)

## Public Works

3575 Heath Street  
Homer, AK 99603

[publicworks@cityofhomer-ak.gov](mailto:publicworks@cityofhomer-ak.gov)

(p) 907-235-3170

(f) 907-235-3145

## Memorandum 22-195

TO: City Council  
THROUGH: Rob Dumouchel, City Manager  
FROM: Jan Keiser, PE, JD, Director of Public Works  
DATE: November 1, 2022  
SUBJECT: Proposed On-Call Services Contract with Kachemak Bay Conservation Society

- I. **Issue:** Public Works needs specialized expertise to conduct public outreach and education regarding green infrastructure storm water management strategies.
- II. **Background:** The City has embarked on an ambitious program to integrate green infrastructure into its storm water management strategies. Because many of these strategies are new to the general public, it would be advantageous to conduct public outreach and education about the goals and benefits of such strategies. The Kachemak Bay Conservation Society (“KBCS”) is a local not-for-profit organization, devoted to protecting Kachemak Bay’s natural environment while acknowledging the pressures and needs of the built environment.

The KBCS is very interested in helping the City implement green infrastructure. The organization is comprised of individuals who are willing and able to assist the City with its public outreach and education efforts. Further, the KBCS has strong partnerships with like-minded organizations in the Homer area and is well positioned to help build functional collaborations that support green infrastructure.

Because the KBCS is a small organization, which is primarily funded by grants and donations, it needs some financial support to fulfill its mission for the City. We propose to enter into an on-call services contract with the KBCS for the purpose of engaging the KBCS’ expertise on public outreach and education regarding the benefits and applications of green infrastructure.

We propose financing these services from the HART Fund.

- III. **Recommendation:**

That the City Council (a) appropriate \$25,000 from the HART Road Fund for a contract with the KBCS and (b) authorize staff to issue a contract in the amount of \$25,000 to the KBCS for the purpose of helping the City with public outreach and education of green infrastructure storm water management strategies.



**CITY OF HOMER  
FINANCIAL SUPPLEMENT**

PROJECT NAME	<u>KBCS On-Call Contract</u>	DATE	<u>10/10/2022</u>
DEPARTMENT	<u>Public Works</u>	SPONSOR	<u>City Manager/PW Director</u>
REQUESTED AMOUNT	<u>\$ 25,000</u>		

<b>DESCRIPTION</b>	<p>One of goals established by the City Council is to combat climate change and make progress on the City's Climate Action Plan. The City has embarked on an ambitious program to integrate green infrastructure into its storm water management strategies. It would be advantageous to conduct public outreach and education about the goals and benefits of such strategies.</p> <p>The Kachemak Bay Conservation Society ("KBCS") is a local not-for-profit organization, which is willing and able to assist the City with its public outreach and education efforts. The KBCS is primarily funded by grants and donations. The City proposes to enter into an on-call services contract with the KBCS for the purpose of engaging the KBCS' expertise on designated questions/projects.</p>
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FUNDING SOURCE(S)	OPERATING	GF CARMA	GF FLEET CARMA	PORT RESERVES	WATER CARMA
	0%	0%	0%	0%	0%
	HAWSP	HART-ROADS	HART-TRAILS	PORT FLEET RESERVES	SEWER CARMA
	0%	100%	0%	0%	0%

FUNDING SOURCE 1: HART-ROADS	FUNDING SOURCE 2:	FUNDING SOURCE 3:
Current Balance <u>\$ 6,204,462</u>	Current Balance _____	Current Balance _____
Encumbered <u>\$ 4,030,551</u>	Encumbered _____	Encumbered _____
Requested Amount <u>\$ 25,000</u>	Requested Amount _____	Requested Amount _____
Other Items on Current Agenda <u>\$ 0</u>	Other Items on Current Agenda _____	Other Items on Current Agenda _____
Remaining Balance <u>\$ 2,148,911</u>	Remaining Balance _____	Remaining Balance _____
FUNDING SOURCE 4:	FUNDING SOURCE 5:	FUNDING SOURCE 6:
Current Balance _____	Current Balance _____	Current Balance _____
Encumbered _____	Encumbered _____	Encumbered _____
Requested Amount _____	Requested Amount _____	Requested Amount _____
Remaining Balance _____	Remaining Balance _____	Remaining Balance _____

**ORDINANCE REFERENCE SHEET**  
**2022 ORDINANCE**  
**ORDINANCE 22-77**

An Ordinance of the City Council of Homer, Alaska, Amending the FY23 Capital Budget by Appropriating \$25,000 from the Homer Accelerated Roads and Trails (HART) Road Fund for an On-Call Services Contract with the Kachemak Bay Conservation Society and Authorizing the City Manager to Negotiate and Execute the Appropriate Documents.

Sponsor: City Manager/Public Works Director

1. City Council Regular Meeting November 14, 2022 Introduction

Memorandum 22-195 from Port Director/Harbormaster as backup

1 **CITY OF HOMER**  
2 **HOMER, ALASKA**

3 City Manager/  
4 Port Director

5 **ORDINANCE 22-78**

6  
7 AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA  
8 AMENDING THE FY23 CAPITAL BUDGET BY APPROPRIATING  
9 \$49,690 FROM THE PORT AND HARBOR RESERVES FOR THE  
10 DESIGN OF PARKING IMPROVEMENTS TO THE PARKING LOTS AT  
11 THE BOATHOUSE PAVILION, SEAFARER’S MEMORIAL, AND  
12 HARBOR RAMPS THREE AND FOUR AND AUTHORIZING A TASK  
13 ORDER TO HDL ENGINEERING TO COMPLETE THE DESIGN WORK.

14  
15 WHEREAS, In 2021 the City hired HDL to conduct a parking study for the south side  
16 parking lots on the Homer Spit; and

17  
18 WHEREAS, The findings and recommendations from that study have become the  
19 baseline for the Commission’s references for making improvements to those high-traffic  
20 areas; and

21  
22 WHEREAS, The Port & Harbor Advisory Commission recommends funding these  
23 improvements from the Harbor Reserves account; and

24  
25 WHEREAS, Future revenues from fee parking could be used to pay back the Port &  
26 Harbor Reserves Account for these improvements; and

27  
28 WHEREAS, Port Commission and Staff recognize that these improvements need to be  
29 in place by May of 2023 and that planning, funding, and scheduling need to be done soon in  
30 order to give staff time to have the design, project RFP created, advertised, and awarded in  
31 order to complete the work on that timeline.

32  
33 NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

34  
35 Section 1. The Homer City Council hereby amends the FY23 Capital Budget by  
36 appropriating \$49,690 to design parking improvements for parking lots at the Boathouse  
37 Pavilion, Seafarer’s Memorial, And Harbor Ramps Three and Four as follows:

38  
39

<u>Fund</u>	<u>Description</u>	<u>Amount</u>
40 456-0380	HDL Parking Improvement Design	\$49,690

41 Section 2. The City Council of Homer Alaska authorizes the City Manager to engage HDL  
 42 Engineering to design improvements to parking lots at the Boathouse Pavilion, Seafarer’s  
 43 Memorial, And Harbor Ramps Three and Four.

44  
 45 Section3. This Ordinance is a budget Ordinance only, is not permanent in nature, and  
 46 shall not be codified.

47  
 48 ENACTED BY THE HOMER CITY COUNCIL this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

49  
 50 CITY OF HOMER

51  
 52 \_\_\_\_\_  
 53  
 54 KEN CASTNER, MAYOR  
 55

56 ATTEST:

57  
 58 \_\_\_\_\_  
 59  
 60 MELISSA JACOBSEN, MMC, CITY CLERK  
 61

62 YES:

63 NO:

64 ABSTAIN:

65 ABSENT:

66  
 67 First Reading:

68 Public Hearing:

69 Second Reading:

70 Effective Date:



## City of Homer

[www.cityofhomer-ak.gov](http://www.cityofhomer-ak.gov)

Port and Harbor

4311 Freight Dock Road  
Homer, AK 99603

[port@cityofhomer-ak.gov](mailto:port@cityofhomer-ak.gov)

(p) 907-235-3160

(f) 907-235-3152

### Memorandum 22-196

TO: HOMER CITY COUNCIL & MAYOR CASTNER  
FROM: BRYAN HAWKINS, HARBORMASTER/PORT DIRECTOR  
DATE: NOVEMBER 3, 2022  
SUBJECT: IMPLEMENTING RECOMMENDED PARKING IMPROVEMENTS ON THE HOMER SPIT

In 2021 the City contracted with HDL to conduct a Spit parking study on the South (Spit Highway) side of the harbor. The Study was completed in October and the Port Commission and staff have been working on a plan for implementing some of the recommendations in a phased (more affordable) approach. Attached are the minutes and motions from the September 28<sup>th</sup> meeting.

As this was not a budgeted expense in the Port and Harbor FY23 budget, Staff recommends appropriating the design and construction funds from the Port and Harbor Reserves fund. Staff further recommends that future revenues generated from fee parking on the Spit will be used to pay back the Port and Harbor Reserves account for forward funding these parking improvements.

The goals for these improvements and changes are threefold:

- Make the needed physical improvements to the unimproved parking lots on the South side of the harbor
- Better address some of the long-standing issues with those lots, such as drainage, miserable potholes and congestion, and the inefficient and unorganized use of the space
- Increase parking revenues to help pay for the cost of the improvements and fund future parking improvements spit wide.

#### Recommendation

Recommend that Council pass Ordinance 22-XX amending the FY23 Capital budget by appropriating \$49,690 from the Port Reserve fund in order to hire HDL Engineering consultants to design the improvements working under a task order through Public Works and authorize the City Manager to execute the appropriate documents.

Attachments 9-28-22 Port Commission Motions Re Parking Improvements

TOXX – Homer Spit Parking Lot Design Fee

November 3, 2022

Janette Keiser, PE  
Director of Public Works  
City of Homer  
3575 Heath Street  
Homer, AK 99603

**Subject:** Design Fee Proposal  
Homer Spit Parking Lot Design

As requested, HDL Engineering Consultants, LLC (HDL) has prepared a fee proposal to provide design services for the Ramp 2, 3, and 4 parking lots on the Homer Spit. Additionally, HDL will assist the City of Homer with the design location of paid parking at the Seafarer Memorial parking lot. The project will include survey and design.

## Scope of Services

### Topographic Survey & Coordination

HDL's engineering design staff will coordinate with Geovera, LLC to complete a design survey of the Ramp 2 (Pavilion) and Ramp 3 and 4 parking areas within the Homer Spit. Geovera will collect topographic, Right-of-Way (ROW), and utility features necessary to provide a complete design for the parking areas. For more information regarding the survey.

### Task 2 – Design.

Concurrently with the design survey effort, HDL will research and identify surfacing improvement methods that may be appropriate to use as an alternative to asphalt surface treatments. This research will be documented in a design memorandum and will compare up to three surface treatments against asphalt and provide recommendations for which treatment is the most economical and maintainable.

HDL will prepare design documents for the proposed parking lot improvements at Parking Lot 2 and Parking Lot 3 and 4 (See attached figures). The design improvements will consist of improving the parking area surface treatment, reviewing/providing necessary drainage improvements, identifying/providing parking layouts, and providing estimated costs to complete the work. Improvements may also include signage or striping improvements. Additionally, HDL will review the Seafarers Memorial for the optimal location for the paid parking meter.

HDL will develop and submit 65% and Final (100% complete) PS&E documents for review and use by COH personnel. Submittals will include digital half-size plan sets; specifications (in COH

- Civil Engineering
- Geotechnical Engineering
- Transportation Engineering
- Aviation Engineering
- W/WW Engineering
- Environmental Services
- Surveying & Mapping
- Construction Administration
- Material Testing

Format); and engineer's estimate using COH standard bid items. At each milestone deliverable (35% and Final PS&E), a meeting will be held virtually with COH personnel to discuss any substantive comments.

## **Basic Assumptions**

The following basic assumptions were used to prepare this estimate:

- This task does not include site visits.
- The project design will use COH specifications format and COH standard bid items. Specifications will be prepared for Final (100% complete) documents. We anticipate providing a special provision for the surface course.
- Storm Water Pollution Prevention Plan will be developed with the 100% complete design.
- COH will pay any utility company fees related to utility locate requests.
- Survey and mapping will be performed in summer conditions. If snow/ice is present, COH will remove prior to survey to reduce overall digging and labor effort. An amendment may be required if snow/ice is present.
- We anticipate the structural section work will consist of a small digout, regrading, and a surface treatment. Geotechnical investigations and engineering is not included in this contract.
- Electrical engineering, environmental, and public involvement is not included in this fee, but can be added by amendment.
- ROW acquisitions are not anticipated. Easement or permit acquisition documents are not included, but can be added by amendment. COH will coordinate with other agencies if necessary.
- Coordination with utilities and utility relocation services are not included, but can be added by amendment.
- Bidding assistance and construction assistance are not included in this task, but can be added by amendment.

## **Schedule**

Upon Notice to Proceed, HDL will begin coordinating the survey. We anticipate survey to occur winter 2022. Our team will begin the design after receiving the survey basemap and complete the 65% PS&E submittal package within 40 business days.

## Fee

HDL will provide the aforementioned basic services on a time and expenses basis at our contract hourly rates for an estimated fee of \$49,690. See the attached fee estimate.

We appreciate the opportunity to provide this proposal and look forward to assisting the COH on this project. If you have any questions, please contact me at 564-2136.

Sincerely,

HDL Engineering Consultants, LLC



Nick M. Oliveira, PE, PTOE

Principal Civil Engineer/Project Manager

e: noliveira@HDLalaska.com | o: 907.564.2120 | d: 907.382.7656

**Attach:**        Fee Estimate Spreadsheet (1 Page)  
                      Parking Lot Location Figures (1 Page)



# Project: Homer Spit Parking Lot Design Design

PERSONNEL DESCRIPTION	Principal Eng	Civil Engr	Eng Asst	Drafter	Enviro Ana	Expenses	Subconsultant
E-Codes	E30	E23	E16	E14	E20		
TASK DESCRIPTION							
Project Management/Coordination	4						
Research Surface Treatments		6	12				
Prepare/Submit Design Memo		8	16				
Identify Parking Pay Location		4	4				
Survey Coordination	2						
Compute Political Boundaries/ACAD							\$2,000
Topographic/Planimetric Survey							\$2,000
Post-Process/ACAD Drawing/SCS							\$2,000
Utility As-Built Review		2	4	4			
SWPPP Plan Development		4			20		
1 Cover			1	1			
1 Legend, Index, Notes			1	1			
1 Survey Control Sheet		2		2			
4 Layout/Grading Plans (1"=20')		20	40	40			
1 Typical Sections/Details		2	4	4			
Drainage Improvements		10	20	20			
2 Summary Tables		4	8	8			
1 Sign Summary		4	8	8			
65% QA/QC Review	8						
65% Estimate		6	12				
65% Design Review Meeting		2	2				
Final QA/QC Review	4						
Final Plan Technical Specifications		12					
Final Estimate		4	8				
<b>*ADD ALTERNATE</b>							
<b>Total Hours</b>	18	90	140	88	20		\$6,000
<b>Basic Hours</b>	18	90	140	88	20		\$6,000
<b>ADD ALTERNATE</b>							
<b>BILLING RATE</b>	\$180.00	\$145.00	\$110.00	\$100.00	\$130.00	1.10	1.10
Basic Services	\$3,240.00	\$13,050.00	\$15,400.00	\$8,800.00	\$2,600.00		\$6,600.00
* Add Alternate							
	<b>Basic</b>		<b>*Add Alternate</b>				
<b>LABOR</b>	\$43,090						
<b>SUBCONSULTANT</b>	\$6,600						
<b>Expenses</b>							
<b>TOTAL COST</b>	\$49,690						

B. Port & Harbor Staff Report for September 2022

Port and Harbor Director Hawkins summarized his written staff report and facilitated discussion with the commission.

C. Homer Marine Trades Association (HMTA) Report

Commissioner Zeiset noted that the HMTA's annual meeting is tomorrow evening at Odin's Meadery and is open to the public.

**PUBLIC HEARING**

**PENDING BUSINESS**

A. Homer Spit Comprehensive Plan Review & Discussion

Chair Matthews introduced the agenda item by reading the title. She noted she will be absent for the October regular meeting and opened the floor for discussion on the possibility of having a worksession beforehand to tie up their proposed amendments on the Spit Comprehensive Plan, and formulate their feedback into a working document for the Planning Commission to consider.

Discussion ensued the on the plan itself, Chair Matthew's work-plan for review, and scheduling a worksession. The commission and staff agreed to have a worksession on October 19, 2022 at 2:00 p.m. and to invite Planning staff to be a part of the conversation.

**NEW BUSINESS**

A. Port/Enterprise Fund Financial Modeling Update  
i. 2023 Moorage Rate Table

Chair Matthews introduced the agenda item by reading the title.

Port and Harbor Director Hawkins and Port Administrative Supervisor Woodruff provided an update on the Port Enterprise fund financial modeling. Harbor staff met with City Manager Dumouchel and David Parker, Special Projects Coordinator, to map out steps needed to develop a financial modeling framework of the Port Enterprise Fund, including all known maintenance and current revenue streams. Ms. Woodruff shared screen via Zoom and provided a quick walk-through of the Trello port project board, a software tool that's designed for large project management. She explained the Port's and Finance's goal to add a financial tracking spreadsheet to each special project with running totals of allocated funds and expenses for quick reference.

There was discussion and questions from the commission on the new rate modeling and the upcoming moorage rate increases due to a high CPI rate.

B. Spit Parking Improvement Implementation Schedule  
i. Revised HDL Homer Spit Parking Final Technical Report  
ii. 2022 Parking Revenue Stats  
iii. 2022 Parking Map

Chair Matthews introduced the agenda item by reading the title and deferred to Port and Harbor Director Hawkins to report.

Mr. Hawkins spoke to Harbor Staff's Spit parking improvement plan that utilizes the parking study recommendations from HDL. He spoke to their proposed implementation schedule outlined in his memo and the costs associated with the parking lot improvements.

There was discussion on the following:

- Parking statistics and revenue for short/long-term passes and load and launch ramp parking.
- How Lot 9A and 10A have been used this season for parking; there are no plans for improvements.
- Status of discussions with ADOT&PF regarding the use of the Right-of-Ways, cost sharing on improvements, and enforcement issues.
- Any potential for project savings through the amount of gravel vs. paving, how the lot is rebuilt/graded, and line delineation/use of wheel-stops.
- Potential for using the kiosks to help with 4-hour and 8-hour parking areas to encourage higher turn-over, and utilize HDL's recommendation of charging parking fees in increments of \$5.
- Using automated parking tracking methods; Harbor Staff is aware of them but many are costly.
- Parking enforcement logistics and where in the process it may bottleneck.
- RV parking: issues of oversized vehicles in certain lots and how some of the proposed improvements to the parking lots is to the drainage ditch that causes many of those issues.

Chair Matthews requested a motion for staff's parking improvement plan recommendation.

SHAVELSON/ZEISET MOVED TO RECOMMEND CITY COUNCIL APPROVE AN ORDINANCE AMENDING THE FY 23 PORT BUDGET BY APPROPRIATING \$342,300 FROM THE PORT RESERVES FUND TO COMPLETE SPIT PARKING IMPROVEMENTS FOR THE RAMP 2 PAVILION LOT, SEAFARER'S MEMORIAL LOT, AND THE PARKING AREA BETWEEN RAMP 3 AND 4.

There was no further discussion.

VOTE: NON-OBJECTION: UNANIMOUS CONSENT.

Motion carried.

Chair Matthews noted day permits are currently priced at \$5 and asked if there was a motion to increase that per Mr. Hawkins' recommendation to a nominal amount that does not include giving change from a machine. She clarified with Mr. Hawkins that that's for all paid parking lots.

SIEKANIEC/FRIEND MOVED TO RECOMMEND THE PORT AND HARBOR CHANGE THE DAILY PARKING FEE FROM \$5 TO \$10.

Chair Matthews questioned if the parking kiosks can be programmed to make that change happen. Mr. Hawkins voiced his concern that it's not the kiosk that he's concerned about, it's more about how they can implement the compliance aspect.

Discussion ensued on potentially giving parking discounts for reserved stall lessees, known vendors, and confirming that it's a seasonal fee; paid parking is only enforced Memorial Day to Labor Day except for long-term parking. Concerns were raised for creating new parking spaces and then turning around and making the parking fee higher, like a double-whammy. Commission agreed there should be an increase but to determine the amount at a later meeting.



SIEKANIEC/FRIEND MOVED TO AMEND TO RECOMMEND THE PORT AND HARBOR INCREASE THE DAILY PARKING FEE.

VOTE (amendment): NON-OBJECTION: UNANIMOUS CONSENT.

Motion carried.

VOTE (main motion as amended): NON-OBJECTION: UNANIMOUS CONSENT.

Motion carried.

Chair Matthews requested a motion on whether the commission would like to increase the Load and Launch Ramp fee from the current \$20. Mr. Hawkins explained how the fee structure works with the Load and Launch Ramp and the City's agreement with the Alaska Department of Fish and Game (ADF&G). The City would have to get prior approval from ADF&G to increase the actual launch ramp fee or change the parking levy. The Launch Ramp improvements were built in 2016 so there has not been an increase in fees since, and the fee is not subject to CPI increases.

SHAVELSON/ZEISET MOVED TO INCREASE THE LAUNCH RAMP AND PARK LEVY FEE FOR THE NEXT SEASON.

There was discussion on how it has been a few years and an increase is time and concerns about focusing more on the parking levy and not the launch ramp portion. At the commission's request, Mr. Hawkins agreed to bring the ADF&G Memorandum of Agreement back to the commission for their consideration at the next meeting.

VOTE: NON-OBJECTION: UNANIMOUS CONSENT.

Motion carried.

Chair Matthews asked the commission if there should be any kind of discount for long-term parking passes. Commissioner Pitzman commented that if they were to leave it as-is that would be a discount in itself given they're increasing all the other rates.

In response to questions, Mr. Hawkins commented on which industries seem to be purchasing those type of passes, clarified the \$250 parking pass is a seasonal day-parking pass so the person does not have to pay the \$5 daily when using the paid lots, and how he allowed companies with multiple vehicles to use a single pass but could use it with one vehicle at a time. Discussion ensued on providing discounts to reserved stall lessees and marine trades people for the \$250 pass.

SIEKANIEC/ZEISET MOVED TO ALLOW STALL SLIP HOLDERS AND MARINE TRADESMEN A DISCOUNT ON SEASON PASSES AND SHORT-TERM PARKING.

Mr. Hawkins agreed to look into coming up with specific numbers for discounts for the commission to review.

Mayor Castner voiced his support of the motion and opined how most reserved stall lessees would prefer to pay the extra cost to not have to deal with kiosks or daily rates.

VOTE: NON-OBJECTION: UNANIMOUS CONSENT.

Motion carried.

Chair Matthews requested a motion to address oversized vehicles using the parking area between Ramps 3 through 5. Mr. Hawkins recommended they put a size limit on the vehicles instead of saying “No RV’s”.

ZEISET/PITZMAN MOVED TO RECOMMEND WE PUT A 20 FOOT LIMIT ON VEHICLE SIZE FOR ALL PARKING LOTS BETWEEN RAMPS 3 AND 5.

Commissioner Shavelson suggested if there was an opportunity to clear out the area behind Bob’s Trophy Charters, even if preliminary, it would help alleviate any concerns with this motion.

Commissioner Pitzman inquired if that 20 foot size limit was an arbitrary number or is it based on what’s best for those parking spaces. Mr. Hawkins explained how Homer City Code says parking spaces are to be 9 by 20 feet; when Harbor Staff does parking layout they actually go 10 by 20 feet. He does not object to changing that space size if they determine most personal pickup trucks are longer than that. Chair Matthews noted that there are 22 foot RV’s that bottom out based on their axle span.

VOTE: NON-OBJECTION: UNANIMOUS CONSENT.

Motion carried.

Chair Matthews asked whether or not they want to implement an RV parking fee on the Spit, move the RV lot to behind Bob’s Trophy Charters, and install a kiosk there for payment. Discussion ensued on how staff enforces the restriction on camping in parking lots. Mr. Hawkins recommended language for the motion.

PITZMAN/ZEISET MOVED TO RECOMMEND TO CREATE AN OVERSIZED VEHICLE LOT AND PRICE POINT AT THE SEAFARER’S MEMORIAL PARKING LOT AND BEHIND BOB’S TROPHY CHARTERS.

There was brief discussion on the two potential locations and utilizing kiosks or a mobile app to pay for the parking.

VOTE: NON-OBJECTION: UNANIMOUS CONSENT.

Motion carried.

Chair Matthews noted the parking statistics that were provided in the packet. She shared an experience she had with the Parking Enforcement Officer and gave kudos to his efforts.

#### **INFORMATIONAL MATERIALS**

- A. Commissioner Ulmer Resignation Notice & Letter/Certificate of Recognition
- B. Memo from City Clerk Re: Implementation of New Agenda Management Software
- C. Port & Harbor Monthly Stats for August 2022
- D. Water/Sewer Bills Report for August 2022
- E. Ice & Crane YTD Report
- F. Dock Activity YTD Report
- G. PHC 2022 Meeting Calendar

Deputy City Clerk Tussey noted that the commission does not have a November meeting and inquired with Chair Matthews if it’s her intention to hold another meeting in November. The commission agreed to keeping the October 19<sup>th</sup> worksession and hold off on scheduling anything else until it comes up.

CITY OF HOMER  
FINANCIAL SUPPLEMENT

PROJECT NAME	<u>Design - Parking Improvements (HDL)</u>	DATE	<u>11/08/2022</u>
DEPARTMENT	<u>Port and Harbor</u>	SPONSOR	<u>City Manager/Port Director</u>
REQUESTED AMOUNT	<u>\$ 49,690</u>		

DESCRIPTION	In 2021, the City hired HDL to conduct a parking study for the south side parking lots on the Homer Spit. The findings and recommendations from that study have become the baseline for the Commission's references for making improvements to those high-traffic areas. The Port & Harbor Advisory Commission recommends funding these improvements from the Harbor Reserves account.
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FUNDING SOURCE(S)	OPERATING	GF CARMA	GF FLEET CARMA	PORT RESERVES	WATER CARMA
	0%	0%	0%	100%	0%
	HAWSP	HART-ROADS	HART-TRAILS	PORT FLEET RESERVES	SEWER CARMA
	0%	0%	0%	0%	0%

FUNDING SOURCE 1: Port Reserves	FUNDING SOURCE 2:	FUNDING SOURCE 3:
Current Balance <u>\$ 2,770,343</u>	Current Balance _____	Current Balance _____
Encumbered <u>\$ 619,245</u>	Encumbered _____	Encumbered _____
Requested Amount <u>\$ 49,690</u>	Requested Amount _____	Requested Amount _____
Other Items on Current Agenda <u>\$ 589,524</u>	Other Items on Current Agenda _____	Other Items on Current Agenda _____
Remaining Balance <u>\$ 1,511,884</u>	Remaining Balance _____	Remaining Balance _____
FUNDING SOURCE 4:	FUNDING SOURCE 5:	FUNDING SOURCE 6:
Current Balance _____	Current Balance _____	Current Balance _____
Encumbered _____	Encumbered _____	Encumbered _____
Requested Amount _____	Requested Amount _____	Requested Amount _____
Remaining Balance _____	Remaining Balance _____	Remaining Balance _____

**ORDINANCE REFERENCE SHEET**  
**2022 ORDINANCE**  
**ORDINANCE 22-78**

An Ordinance of the City Council of Homer, Alaska, Amending the FY23 Capital Budget by Appropriating \$49,690 from the Port and Harbor Reserves for the Design of Parking Improvements to the Parking Lots at the Boathouse Pavilion, Seafarer’s Memorial, and Harbor Ramps Three and Four and Authorizing the a Task Order to HDL Engineering to Complete the Work.

Sponsor: City Manager/Port Director

1. City Council Regular Meeting November 14, 2022 Introduction

Memorandum 22-196 from Port Director/Harbormaster as backup

1 **CITY OF HOMER**  
2 **HOMER, ALASKA**

3 City Manager/  
4 Public Works Director

5 **ORDINANCE 22-80**

6  
7 AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA  
8 AMENDING THE FY23 CAPITAL BUDGET BY APPROPRIATING  
9 \$271,517 FROM THE SEWER CAPITAL ASSET REPAIR AND  
10 MAINTENANCE FUND FOR THE REHABILITATION OF THE  
11 ELECTRICAL CONTROL WORKS FOR THE CITY'S SEWAGE LIFT  
12 STATIONS.

13  
14 WHEREAS, In 2020, the City's approved Capital Budget, adopted via Ordinance 20-57,  
15 included \$210,900 to upgrade the SCADA in the City's eight lift stations, which are identified on  
16 the City's Water/Sewer Asset Management Plan as being in critical condition and high risk; and  
17

18 WHEREAS, This project was delayed for a variety of reasons and was one of the projects  
19 recommended for "repackaging" in the City Manager's Memorandum 22-157; and  
20

21 WHEREAS, We have identified six of the lift stations as being at the most risk of failure  
22 and plan to renovate those first and the other two later.

23  
24 NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

25  
26 Section 1. The Homer City Council hereby amends the FY23 Capital Budget by  
27 appropriating \$271,517 to pay for the rehabilitation of electrical/control works for the City's  
28 sewage lift stations as follows:

<u>Fund</u>	<u>Description</u>	<u>Amount</u>
256-0379	Sewer CARMA	\$271,517

29  
30  
31  
32  
33 Section 2. This is a budget amendment ordinance only, is not permanent in nature, and  
34 shall not be codified.

35  
36 ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this \_\_\_<sup>th</sup> day of November, 2022.

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39 CITY OF HOMER  
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ATTEST:

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KEN CASTNER, MAYOR

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MELISSA JACOBSEN, MMC, CITY CLERK

YES:  
NO:  
ABSTAIN:  
ABSENT:  
First Reading:  
Public Reading:  
Second Reading:  
Effective Date:



# City of Homer

[www.cityofhomer-ak.gov](http://www.cityofhomer-ak.gov)

## Public Works

3575 Heath Street  
Homer, AK 99603

[publicworks@cityofhomer-ak.gov](mailto:publicworks@cityofhomer-ak.gov)

(p) 907- 235-3170

(f) 907-235-3145

## Memorandum 22-198

TO: MAYOR CASTNER AND HOMER CITY COUNCIL  
THROUGH: ROB DUMOUCHEL, CITY MANAGER  
FROM: JANETTE KEISER, PE, PUBLIC WORKS DIRECTOR  
DATE: November 3, 2022  
SUBJECT: Rehabilitation of Sewage Lift Stations Electrical<sup>1</sup> and Control Works

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I. **Issue:** The purpose of this Memorandum is to (1) request an appropriation to rehabilitate the electrical works of the Sewage Lift Stations and (2) award a Sole Source contract to Kachemak Electric Company.

II. **Scope of Work:**

In 2020, the City's approved Capital Budget included \$210,900 to upgrade the SCADA<sup>1</sup> in the City's eight lift stations. (See Ordinance 20-57.) This project was delayed for a variety of reasons and was one of the projects recommended for "repackaging" in the City Manager's Memorandum 22-157. These lift stations are identified on the City's Water/Sewer Asset Management Plan as being in critical condition and high risk. If a lift station goes down, we run the risk of having raw sewage running in the streets and in some cases, backing up into people's homes.

Since 2020, we've had the opportunity to study what needs to be done in consultation with SCADA provider, Evoqua, and Kachemak Electric Company. Kachemak Electric is the local electrical contractor that built the original electrical panels/controls and has been maintaining them for over 30 years. This team made an intensive analysis of the electrical boxes and determined that the SCADA was not the only problem. The electrical components no longer comply with National Electric Code standards, are obsolete and at the end of their useful life. For a number of years, when something broke down, we could rebuild it, even if we had to scrounge parts on eBay. Now, we've run out of spare parts and we can't get more.

The team identified the electrical/control works that each lift station needs to bring it back to a state of good repair. The costs include the parts and materials for electrical/controls work that was originally scoped as well as performance/payment bonding and prevailing wages for the on-site installation. We've added the estimated cost for freight and a contingency.

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<sup>1</sup> SCADA is an acronym for a computerized control system.

This breaks down as follows, for the six most critical lift stations. We will work on the remaining two lift stations at a later time as more funds are available.

<b>Lift Station</b>	<b>Materials</b>	<b>Installation<sup>2</sup></b>	<b>Total</b>
Campground	\$17,992	\$17,546	\$ 35,538
Launch Ramp	\$23,635	\$17,546	\$ 41,181
Kachemak Drive	\$22,274	\$29,010	\$ 51,284
Kachemak City	\$ 9,613	\$17,546	\$ 27,159
Bay Avenue	\$23,452	\$17,546	\$ 40,998
Beluga Lift Station	\$21,471	\$17,546	\$ 39,017
Freight (estimated)			<u>\$ 11,000</u>
		Subtotal	\$235,177
Contingency- 12%			\$ 28,221
Performance & Payment Bond			<u>\$ 8,109</u>
		<b>Total</b>	<b>\$271,517</b>

### III. Pricing

We believe Kachemak Electric’s pricing is fair and reasonable for two reasons. First, on previous competitive procurements we’re aware of, both here and in other Kenai Peninsula jurisdictions, where Kachemak Electric is one of several bidders, Kachemak Electric has been the low bidder. Second, Kachemak Electric’s material prices are similar to prices we’ve paid for parts scrounged on eBay. Third, one of the electrical contractors we contacted, Liberty Electric, when we told them we’d also asked Kachemak Electric for a price quote, told us they would not be able to compete with Kachemak Electric.

We recommend adding a contingency of 12% to cover unforeseen conditions. For example, the cost of freight could differ from what we’ve estimated. Or, we could find that field installation is more challenging than what’s been estimated – renovation of old systems almost always raises the unexpected.

### IV. Sole Source Procurement

Homer City Code requires an open market procurement where the estimated value is more than \$25,000 unless an exception exists. Three authorized exceptions are applicable in this case:

- a. *“Procurement of consultant and technical services”*, HCC 3.16.060(d). The scope of work includes assessing the complex, highly technical issues, identifying the components that need to be replaced/rehabilitated, furnishing the components, installing the components and integrating the components with existing control systems. This needs to be done in the dangerous environment of high voltage electricity, operating lift sewage stations and fragile existing systems.
- b. *“Procurement of ...construction completion services,”* HCC 3.16.060(f). The goal is not to demolish the existing lift stations, but to rehabilitate the electrical/control systems that run those lift stations. In this context, the work is to “complete” fully functional lift station systems.

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<sup>2</sup> The cost of installation includes prevailing wages.

- c. *“Sole source procurement”* HCC 3.16.060(i). When staff first started exploring the issues, they contacted four local electrical contracting companies, including: Shank Electric, Woodworth Electric, Liberty Electric and Kachemak Electric. Kachemak Electric was the only company that responded. It is unlikely we would get any better response advertising further afield because so much of the work requires on-site field investigations to assess the problems and prescribe fixes.

Kachemak Electric has worked with the City for over 20 years, helping to keep these electrical panels functioning. Its work included the upgrade to our current stand-alone SCADA system about 10 years ago. Kachemak Electric is the only local representative for our lift station SCADA manufacturer and is the only authorized supplier of parts for the system. There is no one else in town that has the degree of expertise and intimate knowledge of the workings of our complex lift station electrical/control systems that Kachemak Electric has. We think this is why the other local contractors chose not to respond. They knew they could not compete with Kachemak Electric. One of the local contractors said as much.

## **V. Funding**

This work would be funded from the Sewer CARMA Fund.

## **VI. Recommendation: That the City Council take the following actions:**

- a. Appropriate \$271,517 for the renovation of the sewage lift stations
- b. Award a sole source contract to Kachemak Electric Company in the amount of \$271,517.



Name	Customer	Proposalf	Due/Bid Date
Homer, AK - Lift Station Updates	Kachemak Electric Co.		6/15/2022, 12:00 PM

### Scope

#### Rev 1 - 6/12/22

Proposal references the following project information and includes those items as described in the attached Bill of Materials:

- E-Mails
  - 5/10/22 – Includes Overview Notes
  - 5/14/22 – Pictures
  - 5/17/22 – Supporting Documentation.
  - Rev 1 - 5/25/22 – From James Trissel Clarifications and Motor Information
- Specifications (As related to proposed equipment)
  - None
- Plan Drawings (As related to proposed equipment)
  - None
- Addendums
  - None
- Other
  - Phone conversation of 5/17/22
  - Rev 1 - Phone conversation of 5/24/22

#### A - Qty (1) Campground LS (New Control Panel)

Duplex Lift Station Motor Control Panel for operating on protected 208/120 volt, 3 Phase, 4 wire, 60 Hertz. Equipment will be housed in a NEMA 1 Painted Steel Enclosure suitable for wall mounting. Unit will monitor wet well level via existing A1000i Loop Powered Submersible Level Transmitter (Primary) and new 3 Float switches (Backup) and provide duplex pump down control of 5 HP at 15 FLA submersible pumps. Unit to include the following main items: To Include:

- 1 NEMA Type 1 - Steel Enclosure, with back panel (Est. 60" x 36" x 12") - Actual size to be determined during final design.
  - Circuit breaker cutouts with mounting bracket
- 1 Incoming Power Terminal Block
- 1 Surge Arrestor
- 1 Phase/Voltage Monitor with input fusing
- 1 Phase/Power Fail Pilot Light, Alarm Activation, and Aux Contact
- 1 Power On Light
- 1 Circuit Breaker – Control Power
- 1 Power Conditioner 120/120 Volt - (Sola HD - Used to Power Only DC Power Supply, LC-150, Link2Site)
- 1 Thermostatically Controlled Ventilation System
- 1 Heater with High Temperature Cutout – Condensation Protection
- 2 Combination Sq D. VFD Sized for 5 HP at 15 FLA motors with Circuit Breaker (QOU)
- 2 Selector Switch – HOA
- 2 Potentiometer, 1 Turn – VFD Speed
- 2 Indicator Run
- 2 Indicator VFD Failure Alarm Activation, and Aux Contact
- 2 Running Time Meter
- 2 Motor Current Transmitters Display (Front Panel Mounted) - Pump 1 and 2
- 1 Motor Current Transmitter - Common - For Input to LC-150 Controller
- 2 Motor Protection Modules with Built In Indicators and Reset Push Button (Compatible with Flgylt Motors)

Mark Ciulek

907-283-3360

mark@kachemakelectric.com

- 2 Motor Heat Sensor Alarm Activation, and Aux Contact
- 2 Seal Failure Alarm Activation, and Aux Contact
- 1 DC Power Supply
- 1 Battery Backup System (~4 Hours)
- 1 Provide Cutout, Space and Wiring (Plugs) for Customer Supplied - LC-150 Duplex Controller (Primary)
  - Customer will mount and existing LC-150 controller in field.
- 1 Provide Space and Wiring for Customer Provided/Existing Link2Site Modem
  - Customer will mount and existing Link2Site Modem in field.
- 1 High Alarm Pilot Light, Manual Reset Pushbutton, Alarm Activation, and Aux Contact - (Float)
- 1 Indicators - Backup Active, Alarm Activation, and Aux Contact
- 1 Push Button - Backup Reset
- 1 DPC-4F Backup Level Controller (Float)
- 1 Intrinsic Safety Barrier (Analog)
- 3 Intrinsic Safety Barrier (Float)
- AR Relays, Timers, Terminal Blocks, Fuses, Wire Numbers
- Common Alarm Aux Contact
- Engraved Nameplates
- UL Label 698
- Self Laminating Wire Numbers
- Control Relays as required
- Terminal Blocks and Ground Lugs as Required
- EQUIPMENT SHIPPED LOOSE FOR IN FIELD MOUNTING:
- 3 - Muni-Float with 50 Ft. Cable

**CUSTOMER SUPPLIED ITEMS:**

- 1 - Controller - Provisions For Field Mounting LC-150 controller base and OI - To Include Wire Harness to Plug Connectors
- 1 - Controller - Provisions for Field Mounting Link2Site Modem

**B. Qty 1 - Spit Fish Grinder (Retrofit Existing Control Panel)**

Equipment to furnished loose for in field mounting by others. New equipment to operate on existing voltages. New VFDs will replace existing motor starters. Front panel mounted equipment (Indicators, Operators, Resets) will be supplied on a new bezel to cover removed Eaton pump operators and indicators. Equipment for panel cooling will be supplied for installation on to existing panels. To include the following main items:

- 2 VFD – Yaskawa sized for 480 volt, 3 phase, 15 HP at 22 FLA Hydromatic motors (Need to Verify Space in Panel and Motor FLA) - Space available in panel after removal of existing motor starters to accommodate new VFDs. (It is anticipated that each VFD will require 16" H x 9" W x 7" D space for mounting.
- 1 Thermostatically Controlled Ventilation System
- 2 Motor Current Transmitters
- 1 Bezel Sized to cover the holes left by removal of the Eaton motor operators/monitors and reset PBs. -- To include the following operators and indicators:
  - 2 Selector Switch – HOA
  - 2 Potentiometer, 1 Turn – VFD Speed
  - 2 Indicator Run
  - 2 Indicator VFD Failure
  - 2 Running Time Meter
  - 2 Display – Motor Current.

Note: Existing panel to be retained and reworked to accommodate the above new equipment. It is anticipated that the following existing panel equipment will need to be moved to accommodate the replace the existing motor starters with new VFDs:

Existing Motor Circuit Breakers to be Moved higher  
Small Transformer Next to existing Motor Starters may need to be moved. (It is not known if this item is necessary after the removal of the Eaton motor starters and may be able to just be removed.)

Space available in panel after removal of existing motor starters to accommodate new VFDs. (It is anticipated that each VFD will require 16" H x 9" W x 7" D space for mounting.)

**C. Qty (1) Launch Ramp LS (New Control Panel)**

Duplex Lift Station Motor Control Panel for operating on protected 208/120 volt, 3 Phase, 4 wire, 60 Hertz. Equipment will be housed in a NEMA 1 Painted Steel Enclosure suitable for wall mounting. Unit will monitor wet well level via existing A1000i Loop Powered Submersible Level Transmitter (Primary) and new 3 Float switches (Backup) and provide duplex pump down control of 15 HP at 67 FLA Flygt submersible pumps. Unit to include the following main items: To Include:

- 1 NEMA Type 1 - Steel Enclosure, with back panel (Est. 72" x 36" x 18") - Actual size to be determined during final design.
  - Circuit breaker cutouts with mounting bracket
- 1 Incoming Power Terminal Block
- 1 Surge Arrestor
- 1 Phase/Voltage Monitor with input fusing
- 1 Phase/Power Fail Pilot Light, Alarm Activation, and Aux Contact
- 1 Power On Light
- 1 Circuit Breaker – Control Power
- 1 Power Conditioner 120/120 Volt - (Sola HD - Used to Power Only DC Power Supply, LC-150, Link2Site)
- 1 Thermostatically Controlled Ventilation System
- 1 Heater with High Temperature Cutout – Condensation Protection
- 2 Combination Mitsubishi. VFD Sized for 15 HP at 67 FLA motors with Circuit Breaker (HDL)
- 2 Selector Switch – HOA
- 2 Potentiometer, 1 Turn – VFD Speed
- 2 Indicator Run
- 2 Indicator VFD Failure Alarm Activation, and Aux Contact
- 2 Running Time Meter
- 2 Motor Current Transmitters Display (Front Panel Mounted) - Pump 1 and 2
- 1 Motor Current Transmitter - Common - For Input to LC-150 Controller
- 2 Motor Protection Modules with Built In Indicators and Reset Push Button (Compatible with Flygt Motors)
  - 2 Motor Heat Sensor Alarm Activation, and Aux Contact
  - 2 Seal Failure Alarm Activation, and Aux Contact
- 1 DC Power Supply
- 1 Battery Backup System (~4 Hours)
- 1 Provide Cutout, Space and Wiring (Plugs) for Customer Supplied - LC-150 Duplex Controller (Primary)
  - Customer will mount and existing LC-150 controller in field.
- 1 Provide Space and Wiring for Customer Provided/Existing Link2Site Modem
  - Customer will mount and existing Link2Site Modem in field.
- 1 High Alarm Pilot Light, Manual Reset Pushbutton, Alarm Activation, and Aux Contact - (Float)
- 1 Indicators - Backup Active, Alarm Activation, and Aux Contact
- 1 Push Button - Backup Reset
- 1 DPC-4F Backup Level Controller (Float)
- 1 Intrinsic Safety Barrier (Analog)
- 3 Intrinsic Safety Barrier (Float)
- AR Relays, Timers, Terminal Blocks, Fuses, Wire Numbers
- Common Alarm Aux Contact
- Engraved Nameplates
- UL Label 698
- Self Laminating Wire Numbers
- Control Relays as required
- Terminal Blocks and Ground Lugs as Required
- EQUIPMENT SHIPPED LOOSE FOR IN FIELD MOUNTING:
- 3 - Muni-Float with 50 Ft. Cable

**CUSTOMER SUPPLIED ITEMS:**

- 1 - Controller - Provisions For Field Mounting LC-150 controller base and OI - To Include Wire Harness to Plug Connectors

- 1 - Controller - Provisions for Field Mounting Link2Site Modem

**D. Qty (1) 30 Acres LS (New Control Panel)**

Duplex Lift Station Motor Control Panel for operating on protected 230/120 volt, 1 Phase, 3 wire, 60 Hertz. Equipment will be housed in a NEMA 1 Painted Steel Enclosure suitable for wall mounting. Unit will monitor wet well level via new A1000i Loop Powered Submersible Level Transmitter (Primary) and new 3 Float switches (Backup) and provide duplex pump down control of 1 HP at 8.6 FLA Hydromatic submersible pumps. VFDs to be used for phase conversion. (No need for adjusting frequency) Unit to include the following main items: To Include:

- 1 NEMA Type 4X - Steel Enclosure, with back panel and 1/2" Insulation (Est. 48" x 36" x 12") - Actual size to be determined during final design.
  - Circuit breaker cutouts with mounting bracket
- 1 Incoming Power Terminal Block
- 1 - Main and Emergency Breaker w/Manual Transfer Switch (HDL)
- 1 Surge Arrestor
- 1 - Interior Enclosure Light Hoffman 24VDC LED
- 1 Phase/Voltage Monitor with input fusing
- 1 Phase/Power Fail Pilot Light, Alarm Activation, and Aux Contact
- 1 10 Amp 1 Pole QOU Circuit Breaker (GFI)
- 1 10 Amp 1 Pole QOU Circuit Breaker (Site Lighting)
- 1 10 Amp 1 Pole QOU Circuit Breaker (Panel Heater)
- 1 15 Amp 1 Pole QOU Circuit Breaker (Spare)
- 1 Power On Light
- 1 Circuit Breaker – Control Power
- 1 Power Conditioner 120/120 Volt - (Sola HD - Used to Power Only DC Power Supply, LC-150, Link2Site)
- 1 Thermostatically Controlled Ventilation System
- 1 Heater with High Temperature Cutout – Condensation Protection
- 2 Combination Yaskowa. VFD Sized for 15 HP at 67 FLA motors with Circuit Breaker (HDL)
- 2 Selector Switch – HOA
- 2 Indicator Run
- 2 Indicator VFD Failure Alarm Activation, and Aux Contact
- 2 Running Time Meter
- 2 Motor Current Transmitters Display (Front Panel Mounted) - Pump 1 and 2
- 1 Motor Current Transmitter - Common - For Input to LC-150 Controller
- 1 - Motor Heat Sensor Pilot Light, Manual Reset Pushbutton, and Alarm Activation
- 1 - Macromatic LCP Seal Failure Pilot Light, and Alarm Activation
- 1 DC Power Supply
- 1 Battery Backup System (~4 Hours)
- 1 LC150 Base Controller w/Operator Interface
- 1 Link2Site Modem Kit Communications Cellular Modem, Power Cable, Comm Cable, 3 DB Antenna
- 1 High Alarm Pilot Light, Manual Reset Pushbutton, Alarm Activation, and Aux Contact - (Float)
- 1 Indicators - Backup Active, Alarm Activation, and Aux Contact
- 1 Push Button - Backup Reset
- 1 DPC-4F Backup Level Controller (Float)
- 1 Intrinsic Safety Barrier (Analog)
- 3 Intrinsic Safety Barrier (Float)
- 1 - Strobe 12-48 VDC Alarm Light
- 1 - 15 Amp GFI Receptacle - Inner door/door mount
- 1 - Submersible Level Transmitter - Breather Bag
- AR Relays, Timers, Terminal Blocks, Fuses, Wire Numbers
- Common Alarm Aux Contact
- Engraved Nameplates
- UL Label 698
- Self Laminating Wire Numbers
- Control Relays as required
- Terminal Blocks and Ground Lugs as Required
- EQUIPMENT SHIPPED LOOSE FOR IN FIELD MOUNTING:
- 3 Muni-Float with 50 Ft. Cable



- 1 A1000i Submersible Level Transmitter w/60 Ft; Cable
- 1 A1000 Cable Suspension Kit with 21 Ft. Cable

**CUSTOMER SUPPLIED ITEMS:**

- 1 - Reuse Existing Generator Receptacle - Panel Installer to Relocate at time of installation.

**E. Qty (1) Kachemak Drive LS (New Control Panel)**

Duplex Lift Station Motor Control Panel for operating on protected 208/120 volt, 3 Phase, 60 Hertz. Equipment will be housed in a NEMA 1 Painted Steel Enclosure suitable for wall mounting. Unit will monitor wet well level via existing A1000i Loop Powered Submersible Level Transmitter (Primary) and new 3 Float switches (Backup) and provide duplex pump down control of 15 HP @ 26 FLA Flygt motors. Unit to include the following main items:

- 1 NEMA Type 1 - Steel Enclosure, with back panel (Est. 60" x 30" x 12") - Actual size to be determined during final design.
  - Circuit breaker cutouts with mounting bracket
- 1 Incoming Power Terminal Block
- 1 Surge Arrestor
- 1 Phase/Voltage Monitor with input fusing
- 1 Phase/Power Fail Pilot Light, Alarm Activation, and Aux Contact
- 1 Power On Light
- 1 Circuit Breaker – Control Power
- 1 Power Conditioner 120/120 Volt - (Sola HD - Used to Power Only DC Power Supply, LC-150, Link2Site)
- 1 Thermostatically Controlled Ventilation System
- 1 Heater with High Temperature Cutout – Condensation Protection
- 2 Combination Sq D. VFD Sized for 15 HP at 26 FLA motors with Circuit Breaker (QOU)
- 2 Selector Switch – HOA
- 2 Potentiometer, 1 Turn – VFD Speed
- 2 Indicator Run
- 2 Indicator VFD Failure Alarm Activation, and Aux Contact
- 2 Running Time Meter
- 2 Motor Current Transmitters Display (Front Panel Mounted) - Pump 1 and 2
- 1 Motor Current Transmitter - Common - For Input to LC-150 Controller
- 2 Motor Protection Modules with Built In Indicators and Reset Push Button (Compatible with Flygt Motors)
  - 2 Motor Heat Sensor Alarm Activation, and Aux Contact
  - 2 Seal Failure Alarm Activation, and Aux Contact
- 1 DC Power Supply
- 1 Battery Backup System (~4 Hours)
- 1 Provide Cutout, Space and Wiring (Plugs) for Customer Supplied - LC-150 Duplex Controller (Primary)
  - Customer will mount and existing LC-150 controller in field.
- 1 Provide Space and Wiring for Customer Provided/Existing Link2Site Modem
  - Customer will mount and existing Link2Site Modem in field.
- 1 High Alarm Pilot Light, Manual Reset Pushbutton, Alarm Activation, and Aux Contact - (Float)
- 1 Indicators - Backup Active, Alarm Activation, and Aux Contact
- 1 Push Button - Backup Reset
- 1 DPC-4F Backup Level Controller (Float)
- 1 Intrinsic Safety Barrier (Analog)
- 3 Intrinsic Safety Barrier (Float)
- AR Relays, Timers, Terminal Blocks, Fuses, Wire Numbers
- Common Alarm Aux Contact
- Engraved Nameplates
- UL Label 698
- Self Laminating Wire Numbers
- Control Relays as required
- Terminal Blocks and Ground Lugs as Required
- EQUIPMENT SHIPPED LOOSE FOR IN FIELD MOUNTING:
- 3 - Muni-Float with 50 Ft. Cable

**CUSTOMER SUPPLIED ITEMS:**

- 1 - Controller - Provisions For Field Mounting LC-150 controller base and OI - To Include Wire Harness to Plug Connectors
- 1 - Controller - Provisions for Field Mounting Link2Site Modem

Recommendation: - Exterior panel/enclosure thermostatically controlled ventilation to allow heat produced by VFDs to escape.

**F1. Qty 1 Kachemak City LS (Retrofit)**

Equipment to furnished loose for in field mounting by others. New equipment to operate on existing voltages. New VFDs will replace existing motor starters. Front panel mounted equipment (Indicators, Operators, Resets) will be supplied on a new bezel to cover removed pump operators and indicators. Equipment for panel cooling will be supplied for installation on to existing panels. To Include the following main items:

- 2 VFD – Yaskawa sized for 230 volt, 3 phase, up to 7.5 HP at up to 25 FLA motors
- 1 Thermostatically Controlled Ventilation System
- 2 Bezels sized to cover the holes of unused operators/monitors. – To Include the following operators and indicators:
- 2 Potentiometer, 1 Turn – VFD Speed
- 2 Indicator VFD Failure
- 1 Power Conditioner – 120 VAC - Sola

Note: Existing panel to be retained and reworked to accommodate the above new equipment. It is anticipated that the following existing panel equipment will need to be moved to accommodate the replace the existing motor starters with new VFDs:

- Relocate Relays for Common Alarm, Liquid Level Alarm, and Flasher
- Suggest – Move LC-150 controller up higher and use right side to mount new VFDs.
- Space available in panel after removal of existing motor starters to accommodate new VFDs. (It is anticipated that each VFD will require ~14" H x 8" W x 7" D space for mounting.)

**F2 - Qty (1) Kachemak City LS (New Control Panel)**

Duplex Lift Station Motor Control Panel for operating on protected 230 volt, 3 Phase, 60 Hertz. Equipment will be housed in a NEMA 1 Painted Steel Enclosure suitable for wall mounting. Unit will monitor wet well level via existing A1000i Loop Powered Submersible Level Transmitter (Primary) and new 3 Float switches (Backup) and provide duplex pump down control of 7.5 HP @ 25 FLA Flygt motors. Unit to include the following main items:

- 1 NEMA Type 1 - Steel Enclosure, with back panel (Est. 60" x 36" x 12") - Actual size to be determined during final design.
  - Circuit breaker cutouts with mounting bracket
- 1 Incoming Power Terminal Block
- 1 Surge Arrestor
- 1 Phase/Voltage Monitor with input fusing
- 1 Phase/Power Fail Pilot Light, Alarm Activation, and Aux Contact
- 1 Power On Light
- 1 Circuit Breaker – Control Power
- 1 Power Conditioner 120/120 Volt - (Sola HD - Used to Power Only DC Power Supply, LC-150, Link2Site)
- 1 Thermostatically Controlled Ventilation System
- 1 Heater with High Temperature Cutout – Condensation Protection
- 2 Combination Sq D. VFD Sized for 7.5 HP at 25 FLA motors with Circuit Breaker (QOU)
- 2 Selector Switch – HOA
- 2 Potentiometer, 1 Turn – VFD Speed
- 2 Indicator Run
- 2 Indicator VFD Failure Alarm Activation, and Aux Contact
- 2 Running Time Meter
- 2 Motor Current Transmitters Display (Front Panel Mounted) - Pump 1 and 2

- 1 Motor Current Transmitter - Common - For Input to LC-150 Controller
- 2 Motor Protection Modules with Built In Indicators and Reset Push Button (Compatible with Flygt Motors)
  - 2 Motor Heat Sensor Alarm Activation, and Aux Contact
  - 2 Seal Failure Alarm Activation, and Aux Contact
- 1 DC Power Supply
- 1 Battery Backup System (~4 Hours)
- 1 Provide Cutout, Space and Wiring (Plugs) for Customer Supplied - LC-150 Duplex Controller (Primary)
  - Customer will mount and existing LC-150 controller in field.
- 1 Provide Space and Wiring for Customer Provided/Existing Link2Site Modem
  - Customer will mount and existing Link2Site Modem in field.
- 1 High Alarm Pilot Light, Manual Reset Pushbutton, Alarm Activation, and Aux Contact - (Float)
- 1 Indicators - Backup Active, Alarm Activation, and Aux Contact
- 1 Push Button - Backup Reset
- 1 DPC-4F Backup Level Controller (Float)
- 1 Intrinsic Safety Barrier (Analog)
- 3 Intrinsic Safety Barrier (Float)
- AR Relays, Timers, Terminal Blocks, Fuses, Wire Numbers
- Common Alarm Aux Contact
- Engraved Nameplates
- UL Label 698
- Self Laminating Wire Numbers
- Control Relays as required
- Terminal Blocks and Ground Lugs as Required
- EQUIPMENT SHIPPED LOOSE FOR IN FIELD MOUNTING:
- 3 - Muni-Float with 50 Ft. Cable

**CUSTOMER SUPPLIED ITEMS:**

- 1 - Controller - Provisions For Field Mounting LC-150 controller base and OI - To Include Wire Harness to Plug Connectors
- 1 - Controller - Provisions for Field Mounting Link2Site Modem

Recommendation: - Exterior panel/enclosure thermostatically controlled ventilation to allow heat produced by VFDs to escape.

**G - Qty (1) Bay Avenue LS (New Control Panel)**

Duplex Lift Station Motor Control Panel for operating on protected 240/120 volt, 3 Phase, 60 Hertz. Equipment will be housed in a NEMA 4X 304 SS Enclosure suitable for wall mounting. Unit will monitor wet well level via existing A1000i Loop Powered Submersible Level Transmitter (Primary) and new 3 Float switches (Backup) and provide duplex pump down control of 3 HP @ 10.6 FLA Hydromatic motors. Unit to include the following main items:

- 1 NEMA Type 4X 304 SS - Steel Enclosure, with back panel (Est. 60" x 24" x 18") - Actual size to be determined during final design. (Note - Customer to Verify if this enclosure will fit in existing enclosure and allow door to open fully.)
  - Circuit breaker cutouts with mounting bracket
- 1 Incoming Power Terminal Block
- 1 Surge Arrestor
- 1 Phase/Voltage Monitor with input fusing
- 1 Phase/Power Fail Pilot Light, Alarm Activation, and Aux Contact
- 1 Power On Light
- 1 Circuit Breaker – Control Power
- 1 Power Conditioner 120/120 Volt - (Sola HD - Used to Power Only DC Power Supply, LC-150, Link2Site)
- 1 Thermostatically Controlled Ventilation System
- 1 Heater with High Temperature Cutout – Condensation Protection
- 2 Combination Sq D. VFD Sized for 3 HP at 10.6 FLA motors with Circuit Breaker (QOU)
- 2 Selector Switch – HOA

- 2 Potentiometer, 1 Turn – VFD Speed
- 2 Indicator Run
- 2 Indicator VFD Failure Alarm Activation, and Aux Contact
- 2 Running Time Meter
- 2 Motor Current Transmitters Display (Front Panel Mounted) - Pump 1 and 2
- 1 Motor Current Transmitter - Common - For Input to LC-150 Controller
- 2 Motor Protection Modules with Built In Indicators and Reset Push Button (Compatible with Hydromatic Motors)
  - 2 Motor Heat Sensor Alarm Activation, and Aux Contact
  - 2 Seal Failure Alarm Activation, and Aux Contact
- 1 DC Power Supply
- 1 Battery Backup System (~4 Hours)
- 1 Provide Cutout, Space and Wiring (Plugs) for Customer Supplied - LC-150 Duplex Controller (Primary)
  - Customer will mount and existing LC-150 controller in field.
- 1 Provide Space and Wiring for Customer Provided/Existing Link2Site Modem
  - Customer will mount and existing Link2Site Modem in field.
- 1 High Alarm Pilot Light, Manual Reset Pushbutton, Alarm Activation, and Aux Contact - (Float)
- 1 Indicators - Backup Active, Alarm Activation, and Aux Contact
- 1 Push Button - Backup Reset
- 1 DPC-4F Backup Level Controller (Float)
- 1 Intrinsic Safety Barrier (Analog)
- 3 Intrinsic Safety Barrier (Float)
- AR Relays, Timers, Terminal Blocks, Fuses, Wire Numbers
- Common Alarm Aux Contact
- Engraved Nameplates
- UL Label 698
- Self Laminating Wire Numbers
- Control Relays as required
- Terminal Blocks and Ground Lugs as Required
- EQUIPMENT SHIPPED LOOSE FOR IN FIELD MOUNTING:
- 3 - Muni-Float with 50 Ft. Cable

**CUSTOMER SUPPLIED ITEMS:**

- 1 - Controller - Provisions For Field Mounting LC-150 controller base and OI - To Include Wire Harness to Plug Connectors
- 1 - Controller - Provisions for Field Mounting Link2Site Modem

**H - Qty (1) Beluga LS (New Control Panel)**

Duplex Lift Station Motor Control Panel for operating on protected 240/120 volt, 3 Phase, 60 Hertz. Equipment will be housed in a NEMA 4X fiberglass enclosure suitable for wall mounting. Unit will monitor wet well level via existing A1000i Loop Powered Submersible Level Transmitter (Primary) and new 3 Float switches (Backup) and provide duplex pump down control of 10 HP @ 25 FLA Flygt motors. Unit to include the following main items:

- 1 NEMA Type 4X Fiberglass enclosure, with back panel (Est. 60" x 24" x 18") - Actual size to be determined during final design. (Note - Customer to Verify if this enclosure will fit in existing enclosure and allow door to open fully.)
  - Circuit breaker cutouts with mounting bracket
- 1 Incoming Power Terminal Block
- 1 Surge Arrestor
- 1 Phase/Voltage Monitor with input fusing
- 1 Phase/Power Fail Pilot Light, Alarm Activation, and Aux Contact
- 1 Power On Light
- 1 Circuit Breaker – Control Power
- 1 Power Conditioner 120/120 Volt - (Sola HD - Used to Power Only DC Power Supply, LC-150, Link2Site)
- 1 Thermostatically Controlled Ventilation System
- 1 Heater with High Temperature Cutout – Condensation Protection
- 2 Combination Sq D. VFD Sized for 10 HP at 25 FLA motors with Circuit Breaker (QOU)

- 2 Selector Switch – HOA
- 2 Potentiometer, 1 Turn – VFD Speed
- 2 Indicator Run
- 2 Indicator VFD Failure Alarm Activation, and Aux Contact
- 2 Running Time Meter
- 2 Motor Current Transmitters Display (Front Panel Mounted) - Pump 1 and 2
- 1 Motor Current Transmitter - Common - For Input to LC-150 Controller
- 2 Motor Protection Modules with Built In Indicators and Reset Push Button (Compatible with Flygt Motors)
  - 2 Motor Heat Sensor Alarm Activation, and Aux Contact
  - 2 Seal Failure Alarm Activation, and Aux Contact
- 1 DC Power Supply
- 1 Battery Backup System (~4 Hours)
- 1 Provide Cutout, Space and Wiring (Plugs) for Customer Supplied - LC-150 Duplex Controller (Primary)
  - Customer will mount and existing LC-150 controller in field.
- 1 Provide Space and Wiring for Customer Provided/Existing Link2Site Modem
  - Customer will mount and existing Link2Site Modem in field.
- 1 High Alarm Pilot Light, Manual Reset Pushbutton, Alarm Activation, and Aux Contact - (Float)
- 1 Indicators - Backup Active, Alarm Activation, and Aux Contact
- 1 Push Button - Backup Reset
- 1 DPC-4F Backup Level Controller (Float)
- 1 Intrinsic Safety Barrier (Analog)
- 3 Intrinsic Safety Barrier (Float)
- AR Relays, Timers, Terminal Blocks, Fuses, Wire Numbers
- Common Alarm Aux Contact
- Engraved Nameplates
- UL Label 698
- Self Laminating Wire Numbers
- Control Relays as required
- Terminal Blocks and Ground Lugs as Required
- EQUIPMENT SHIPPED LOOSE FOR IN FIELD MOUNTING:
- 3 - Muni-Float with 50 Ft. Cable

**CUSTOMER SUPPLIED ITEMS:**

- 1 - Controller - Provisions For Field Mounting LC-150 controller base and OI - To Include Wire Harness to Plug Connectors
- 1 - Controller - Provisions for Field Mounting Link2Site Modem

**Spare Parts:**

- VFD 240 volt 5 HP at 15 FLA (Campground LS)
- VFD 480 volt 15 HP at 22 FLA (Spit Fish Grinder)
- VFD 240 volt 15 HP at 67 FLA (Launch Ramp LS)
- VFD 240 volt 1 HP at 10 FLA (30 Acres – Single phase conversion)
- VFD 240 volt 15 HP at 26 FLA (Kachemak Dr. LS)
- VFD 240 volt 7.5 HP at 25 FLA (Kachemak City LS)
- VFD 240 volt 3 HP at 10.6 FLA (Bay Ave LS)
- VFD 240 volt 10 HP at 25 FLA (Beluga LS)

**Services**

- Engineering/Drafting
- Documentation *Electronic/Hardcopy* (Submittal and O&M Manuals) – See clarifications for specific documentation included.
- Preshipment Factory System Testing
- Warranty, Factory Standard 1 Year
- Freight Prepaid and Added (FOB Shipping Point)

**Clarifications:**

1. PRIMEX® requires a purchase order for all submittals for the amount quoted with "HOLD FOR APPROVAL" noted.
2. This proposal includes PRIMEX standard documentation package to include the following:
  1. Schematics
  2. Enclosure Layout
  3. Basic Bill of Material
  4. Cut Sheets/Data Sheets
  5. Description of Operation
3. Documentation package is provided electronically
4. PRIMEX quotations are based on factory estimated lead times at the time of quotation and can change without notice. PRIMEX does not accept responsibility for any delays in equipment delivery which are beyond our control. Expedited shipments may be available at additional cost and are at the discretion of the factories.
  1. Allow 6-8 weeks after receipt of Purchase Order for Engineering submittals to be sent.
  2. Allow 12-16 weeks for manufacturing and testing, after a formal release to production is received.
  3. Allow 15 Days transit time to job site.
  4. The above time estimates above DO NOT include time for ENGINEERS submittal review or equipment installation.
5. Proposal is based on using PRIMEX standard equipment and designs including:
  1. 22 MM Selector Switches and Indicators
  2. FV LED Indicator Lights
  3. Variable Speed Drives, Circuit Breakers
  4. Controllers
  5. Level Sensors
6. System uses VFDs for control of motors. Proposed VFDs cannot be mounted more than 100 feet away from motor. Consult factory if motor is to be mounted more than allowed distance from VFDs.
7. Panel sizing is estimated and will be determined during final design. In the event available panel space is limited, some components may need to be shipped loose for external mounting (Example – Sola Power Conditioners)
8. It is recommended that the motor voltages, HP and FLA at Launch Ramp LS is verified. The motor FLA data provided by City personnel appears to be ~ 50 % high based on voltage and HP of the motor.

Items specifically not included in this proposal

1. Freight (To be prepaid and added)
2. Sales or Use Tax
3. Permits of any kind
4. Performance, Payment or Equipment Bond of any kind
5. Extended or Special Equipment Warranty Coverage is not included unless specifically stated on this proposal.
6. Receiving and Storage of Equipment on the job site
7. Installation or Mounting of Equipment or Instruments and Job Site Labor other than specifically listed in this proposal.
8. Installation Materials, Brackets, Channel Strut, Wire, Clamps, Piping, Junction Boxes, Field Assemblies, etc., unless specifically described in our material list.
9. Mounting of any control panels or hardware
10. Field Terminations
11. Panel to Panel or Panel to Instruments Interconnect Drawings.
12. Witnessed Factory Acceptance Tests
13. Utility Meters, Meter Sockets, CT Cabinets, or Meter Stands
14. Coordination with utility company with regards to minimum short circuit rating for equipment. Unless otherwise directed all equipment provided in this proposal will be rated for 5KAIC or less.
15. Remote Mounted Disconnect Switches (Fused or Non Fused)
16. Automatic Transfer Switches
17. Generator
  1. Generators
  2. Receptacles
  3. Plugs
18. Lighting Panels or Panelboards
19. Sensors
  1. Flow

11/03/22

- 2. Temperature
- 20. Pressure Gauges
- 21. Valves
- 22. Stilling Wells
- 23. Area Flood Lights or Photo Cells
- 24. Enclosure Padlock(s)
- 25. Electrical Testing Services
  - 1. Harmonic
  - 2. ARC Flash
- 26. Calculations
  - 1. Harmonics
  - 2. Seismic
- 27. Field Services
  - 1. Installation
  - 2. Start Up
  - 3. Training
- 28. Antenna Masts
- 29. Spare Parts – Except as listed in Bill of Materials.
- 30. Link2Site Modems or Associated Antennas or Service fees. – Except as listed in Bill of Materials.
- 31. PRIMEX's sole obligation shall be the provision of those items specified within the "included" items listed above. The lack of an explicit exclusion does not imply inclusion.

Pricing Breakouts	Quantity	Net Price	Installation	Primex
				Ext Price
Engineered Panels: Q-30869-1 - Unit B - Spit Fish Grinder (Retrofit)	1	21,969.00		\$ 9,191.00 X
Engineered Panels: Q-30869-1 - Unit A - Campground LS	1	17,546.00		\$ 17,992.00
Engineered Panels: Q-30869-1 - Unit C - Launch Ramp LS	1	17,546.00		\$ 23,635.00
Engineered Panels: Q-30869-1 - Unit D - 30 Acres LS	1	<del>31,366.00</del>		<del>\$ 26,646.00 X</del>
Engineered Panels: Q-30869-1 - Unit E - Kachemak Drive LS	1	29,010.00		\$ 22,274.00
Engineered Panels: Q-30869-1 - Unit F1 - Kachemak City LS (Retrofit)	1	17,546.00		\$ 9,613.00
Engineered Panels: Q-30869-1 - Unit F2 - Kachemak City LS (New Panel)				\$
Engineered Panels: Q-30869-1 - Unit G - Bay Avenue LS	1	17,546.00		\$ 23,452.00
Engineered Panels: Q-30869-1 - Unit H - Beluga LS	1	17,546.00		\$ 21,471.00
Engineered Panels: Q-30869-1 - Spare Parts - VFDs	1			\$

Proposal Amount \$ 332,458.00 = \$ 324,359 + \$ 8,109

Freight Terms: FOB Origin, Freight Prepaid and Add

Inclusions:

- 1. Installation
- 2. Engineered Panels as Describe Above
- 3. Demo existing floats & brackets
- 4. Provide & Install temp control station for by-pass
- 5. Prevailing Wages Inside Rates
- 6. Performance Bond (8,109.00)

Exclusions:

- 1. Lift Station 'By-Pass'
- 2. Winter Work Hours
- 3. Existing lift station repairs & violations (if any)
- 4. Contained space requirements monitoring
- 5. Utilities cost & permits
- 6. Locates & surveys
- 7. Notice of Work for the State of Alaska File Fee
- 8. Certified Payroll

Handwritten calculation box:  
 \$ 324,359  
 - 89,172  
 -----  
 \$ 235,187

Less: Fish Grinder \$31,160  
 30 Acres \$58,012  
 \$ 89,172

not including  
 freight, contingencies  
 or bonding



System Integrators since '1982'

CITY OF HOMER  
FINANCIAL SUPPLEMENT

PROJECT NAME	<u>Sewage Lift Station Electrical</u>	DATE	<u>11/08/2022</u>
DEPARTMENT	<u>Public Works</u>	SPONSOR	<u>City Manager/PW Director</u>
REQUESTED AMOUNT	<u>\$ 271,517</u>		

DESCRIPTION	<p>In 2020, the City's approved Capital Budget, adopted via Ordinance 20-57, included \$210,900 to upgrade the SCADA in the City's eight lift stations, which are identified on the City's Water/Sewer Asset Management Plan as being in critical condition and high risk.</p> <p>This project was delayed for a variety of reasons and was one of the projects recommended for "repackaging" in the City Manager's Memorandum 22-157.</p> <p>We have identified six of the lift stations as being at the most risk of failure and plan to renovate those first and the other two later.</p>
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FUNDING SOURCE(S)	OPERATING	GF CARMA	GF FLEET CARMA	PORT RESERVES	WATER CARMA
	0%	0%	0%	0%	0%
	HAWSP	HART-ROADS	HART-TRAILS	PORT FLEET RESERVES	SEWER CARMA
	0%	0%	0%	0%	100%

FUNDING SOURCE 1: SEWER CARMA	FUNDING SOURCE 2:	FUNDING SOURCE 3:
Current Balance <u>\$ 1,897,658</u>	Current Balance _____	Current Balance _____
Encumbered <u>\$ 1,467,976</u>	Encumbered _____	Encumbered _____
Requested Amount <u>\$ 271,517</u>	Requested Amount _____	Requested Amount _____
Other Items on Current Agenda <u>\$ 98,281</u>	Other Items on Current Agenda _____	Other Items on Current Agenda _____
Remaining Balance <u>\$ 59,884</u>	Remaining Balance _____	Remaining Balance _____
FUNDING SOURCE 4:	FUNDING SOURCE 5:	FUNDING SOURCE 6:
Current Balance _____	Current Balance _____	Current Balance _____
Encumbered _____	Encumbered _____	Encumbered _____
Requested Amount _____	Requested Amount _____	Requested Amount _____
Remaining Balance _____	Remaining Balance _____	Remaining Balance _____



**ORDINANCE REFERENCE SHEET**  
**2022 ORDINANCE**  
**ORDINANCE 22-80**

An Ordinance of the City Council of Homer, Alaska, Amending the FY23 Capital Budget by Appropriating \$271,517 from the Sewer Capital Asset Repair and Maintenance Fund for the Rehabilitation of the Electrical Control Works for the City's Sewage Lift Stations.

Sponsor: City Manager/Public Works Director

1. City Council Regular Meeting November 14, 2022 Introduction

Memorandum 22-198 from Public Works Director as backup

**CITY OF HOMER  
HOMER, ALASKA**

City Manager/  
Fire Chief

**ORDINANCE 22-81**

AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA, AMENDING THE FY23 CAPITAL BUDGET BY ACCEPTING AND APPROPRIATING A REIMBURSABLE CODE BLUE GRANT IN THE AMOUNT OF \$55,000 AND APPROPRIATING AN AMOUNT NOT TO EXCEED \$300,000 FROM THE GENERAL FUND FLEET CAPITAL ASSET REPAIR AND MAINTENANCE ALLOWANCE (CARMA) FUND FOR THE PURCHASE OF AN AMBULANCE.

WHEREAS, The Homer Volunteer Fire Department provides critical public safety services to the community; and

WHEREAS, the fire fleet is aging and in need of replacement; and

WHEREAS, the ambulance known as MEDIC1 went into service in 1997 and has been scheduled for replacement in 2022; and

WHEREAS, it's important to order a vehicle as soon as possible because supply chain issues are such that delivery is expected to take up to 24 months; and

WHEREAS, the Homer Volunteer Fire Department applied for and was awarded \$55,000 from the Alaska Code Blue Grant Program to assist with the funding of a new ambulance.

NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

Section 1. The Homer City Council hereby amends the FY23 Capital Budget by accepting and appropriating the Code Blue Grant Program funds in the amount of \$55,000 to replace ambulance known as MEDIC1 as follows:

<u>Fund</u>	<u>Description</u>	<u>Amount</u>
151-xxxx	Code Blue Grant - Ambulance	\$55,000

Section 2. The Homer City Council hereby amends the FY23 Capital Budget by appropriating an amount not to exceed \$300,000 for MEDIC1 replacement and as follows:

Funding Source:

<u>Fund</u>	<u>Description</u>	<u>Amount</u>
152	GF Fleet CARMA	\$300,000

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Transfer to:

<u>Fund</u>	<u>Description</u>	<u>Amount</u>
151-xxxx	Code Blue Grant - Ambulance	\$300,000

Section 3. Once purchase is complete, any remaining funds will be transferred back to General Fund Fleet CARMA for repurposing.

Section 4. This is a budget amendment ordinance only, is not permanent in nature, and shall not be codified.

ENACTED BY THE HOMER CITY COUNCIL this 14<sup>th</sup> day of November, 2022.

CITY OF HOMER

\_\_\_\_\_  
KEN CASTNER, MAYOR

ATTEST:

\_\_\_\_\_  
MELISSA JACOBSEN, MMC, CITY CLERK

YES:

NO:

ABSTAIN:

ABSENT:

First Reading:

Public Hearing:

Second Reading:

Effective Date:



# City of Homer

[www.cityofhomer-ak.gov](http://www.cityofhomer-ak.gov)

Office of the City Manager

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(f) 907-235-3148

## Memorandum 22-199

TO: Mayor Castner and Homer City Council  
FROM: Rob Dumouchel, City Manager  
DATE: October 31, 2022  
SUBJECT: Volunteer Fire Staff and Fleet Support

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The Volunteer Fire Department needs help. I'd like to use FY22 surplus operating funds to fund a level of staffing sufficient to meet the increasing demands on the Department. Over the years the call volumes have increased, volunteerism has declined, and the fleet has aged with few replacements. All of these items together are having negative impacts on the Department's ability to operate and provide services at the level expected by the community.

I am requesting two full time firefighter/EMT positions to be funded through FY25 with surplus funds from FY22, and one new ambulance to be purchased with the help of Code Blue Grant Program funds and General Fund Fleet CARMA.

### Volunteer Fire Department Call Volume Increases

There has been a large increase in calls over the last two years, and we're forecasting upwards of 750 calls for 2022. During COVID, we brought on two emergency hires which helped mitigate some of the impact the pandemic had on volunteerism. When the emergency hire funding expired, the calls did not decrease. Compounding this issue is the fact that many calls overlap requiring the Department to respond to multiple emergencies simultaneously. Responding to an ever increasing volume of calls with less staff is not sustainable.

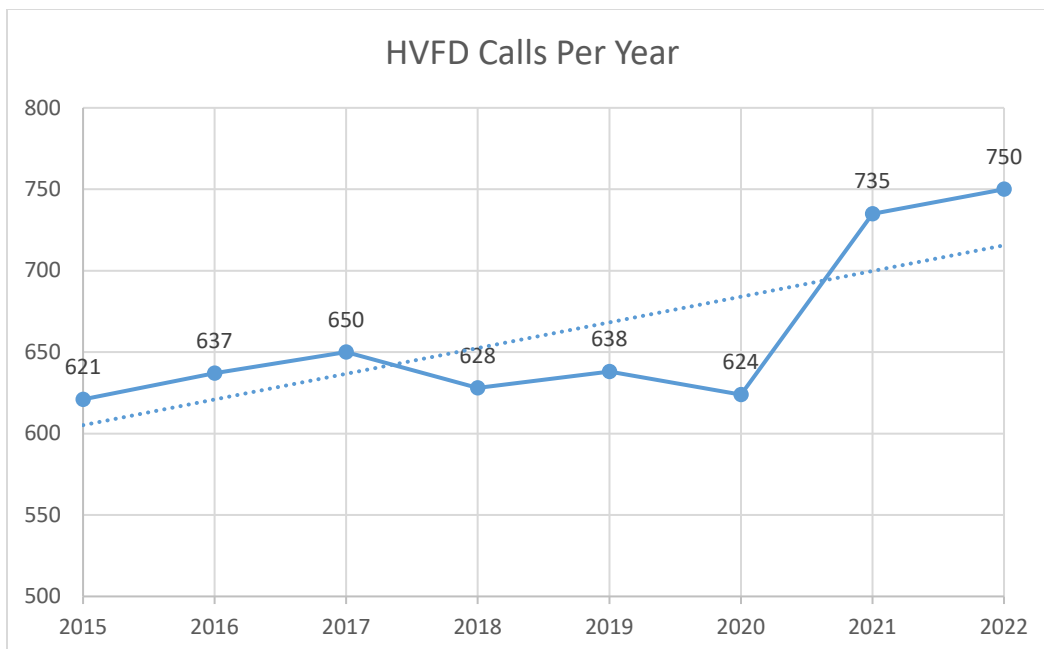
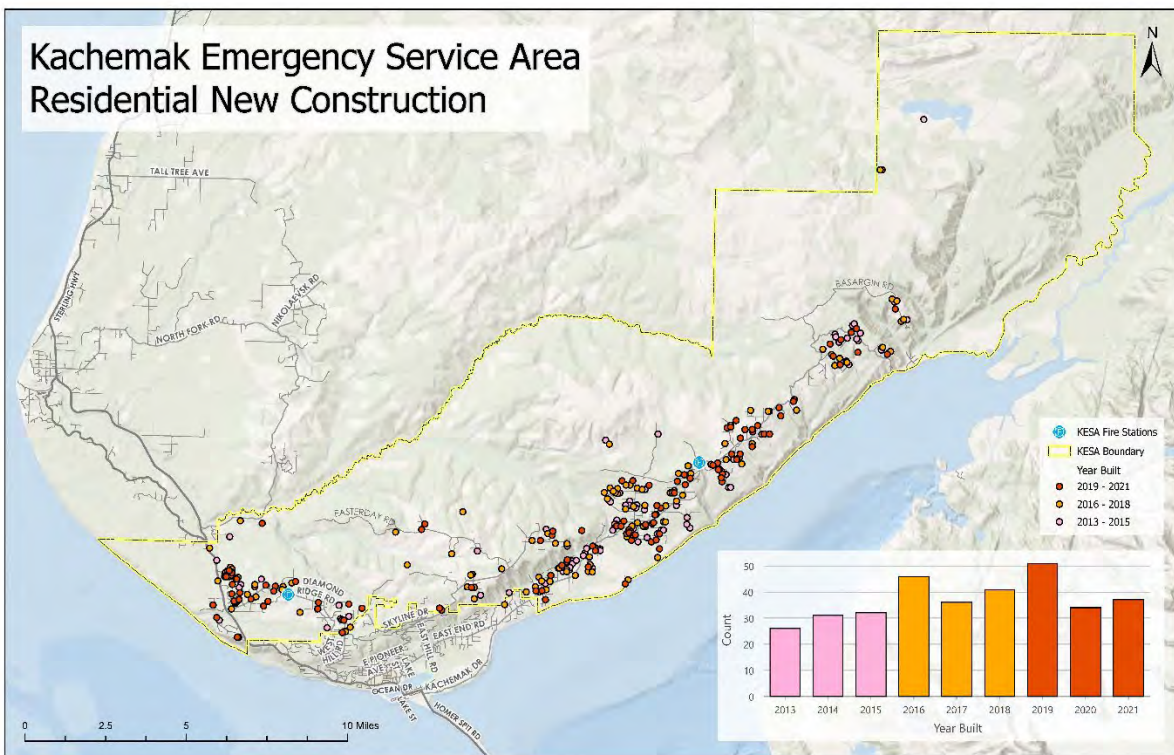
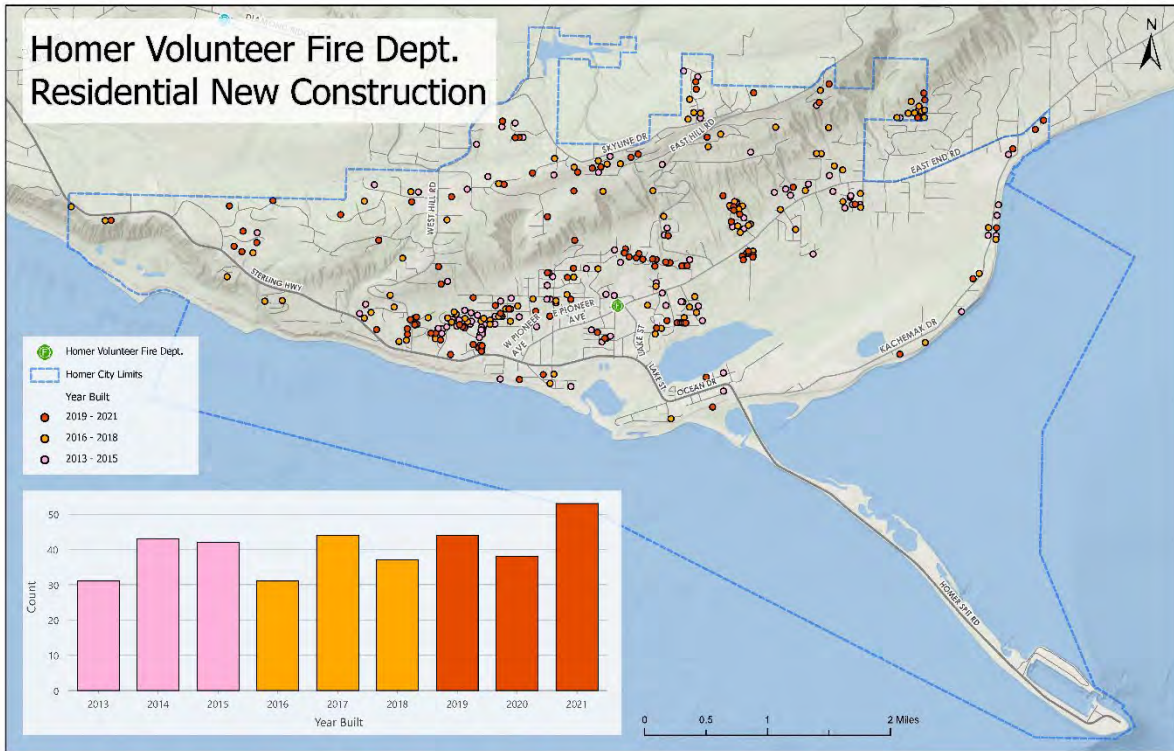


Figure 1: HVFD calls per year 2015 to 2022 (2022 volume is estimated based on YTD calls)

## New Structure Development in the Homer Area

The increase in calls is not surprising given the fact that many new units of housing have been built in the past decade. The following maps provided by the Kenai Peninsula Borough show the distribution of recent development within Homer city limits, and just outside.



## Fire Volunteerism Context

At the same time call volumes are increasing, volunteerism is declining. Volunteerism is an important part of the Department’s culture and history. We have to acknowledge the fact that the opportunity cost of being a volunteer firefighter is enormous. We, like volunteer fire departments all over the country, are putting considerable effort into finding ways to modernize volunteer programs in ways that will improve volunteer recruitment and retention (this is also a 2022 Council priority project). The reality of the situation, however, is that over time it has become significantly more difficult to become a volunteer firefighter. It has also become more difficult to make a living in Homer and have sufficient time available for a very demanding volunteer position. The impact of decreased volunteerism is particularly evident in the number of calls run by Chief Officers. In September and October 2022, the chiefs ran between 20 to 30 calls each, 44% of which were between the hours of 5pm and 8am. Only one volunteer has made as many calls as any of the chiefs for that time period. The downward pressure on volunteerism requires an increase in career positions to ensure that we can provide the level of service the community expects from the Department.

## Borough-wide Comparison: Calls, Staffing, and Budgets

It’s helpful to view Homer in comparison with other fire departments in the Kenai Peninsula Borough. Our closest neighbors and mutual aid partners are the Kachemak Emergency Service Area (KESA), and Western Emergency Services (WES) which was created in 2021 as a combination of the Anchor Point Fire and Emergency Medical Service Area (APFEMSA) and Ninilchik Emergency Services (NES). Despite serving a more developed area and conducting significantly more calls, HVFD has the smallest budget and firefighting staff on the southern peninsula.

	HVFD	KESA	WES
<b>Calls per Year</b>	750+	275	525
<b>Full Time Personnel</b>	7 FT Fire Personnel 1 admin	7 FT Fire Personnel Hiring 2 more soon	10 FT Fire personnel Requesting 6 more this year
<b>Volunteers</b>	27 Volunteers on the roster, 10 actively responding to calls and overnight shifts	20 volunteers on the roster, 5 actively responding to calls, no overnight shifts	31 volunteers on the roster, 20 actively responding to calls and overnight shifts
<b>Annual Budget (FY23)</b>	\$1,4540,719	\$2,194,150	\$2,389,500
<b>Community ISO Rating</b>	4	5	5

## What about Grants?

We have very actively pursued grants for both personnel and fire apparatus. Fire-related national grant programs are very competitive and we have had limited success with large requests. We have federal grants under review for two firefighter/EMT positions and a Type 5 Brush/Mini-Attack Vehicle (to replace the failing Brush1). If we were to be granted the firefighter/EMT positions requested through the SAFER program on top of the request I am making to Council, the increased capacity would be a great opportunity to invest a significant amount of time into emergency preparedness and training (a Council priority).

## Firefighter/EMT Request

Adding two new full-time firefighter/EMT positions would help the Department to maintain minimum staffing 24/7. Ideally, we’d add a third position in the near future to provide coverage for sick leave, vacations, training, etc. The alternative to increasing our staffing is spending significantly more money on overtime and potentially burning out a team of highly trained employees.

The plan for funding these hires is to use surplus operating funds from FY22 to fully fund the positions through the end of the FY24/25 budget. The General Fund had an operating surplus of approximately \$692,000 and I am requesting that we set aside \$652,500 to fund two “fully loaded” positions for two and half years.

I see this proposal similar to giving ourselves a grant from the General Fund Fund Balance. With the time between now and FY26, staff will work to ensure that we can sustainably absorb this expense into our operating budget.

### **Fire Fleet Context**

The Department is also having struggles with fleet vehicles. Fleet issues have been discussed multiple times at Council and the overhaul of the entire fleet is going to be very expensive and will have to occur over multiple years. The majority of the fleet is very old and vehicles are starting to fail in ways that we may not be able to bring them back into service. For instance, the brush truck (a vehicle equipped to respond to fires in areas difficult to access with a larger piece of fire apparatus) is likely to be part of the next City surplus sale because it can no longer meet its mission in a dependable way. While we do have bright spots, like the new pumper/tanker we have on order for 2024, it’s going to take a while to effectively meet the needs of the Fire/EMS fleet.

At this time, we are due for an ambulance replacement and we have been awarded grant funds that will help reduce the cost to the City. I would like to make sure we leverage those funds into a replacement vehicle while we have them available.

### **Ambulance Request**

MEDIC1 was put into service in 1997 and scheduled for replacement in 2022. If we put in an order before the end of 2022, the earliest we would expect the replacement vehicle is late 2024.

Earlier this year, the Department applied for a Code Blue grant which awarded us \$45,000 towards the purchase of an ambulance. I would like to take advantage of that grant to supplement the replacement of an ambulance.

**Staff Recommendation:** Introduce and approve ordinances authorizing the funding of two full-time firefighter/EMT positions through the end of FY25 and the purchase of a new ambulance.

CITY OF HOMER  
FINANCIAL SUPPLEMENT

PROJECT NAME	<u>Purchase of Ambulance</u>	DATE	<u>11/09/2022</u>
DEPARTMENT	<u>Fire</u>	SPONSOR	<u>City Manager/Fire Chief</u>
REQUESTED AMOUNT	<u>\$ 300,000</u>		

DESCRIPTION	<p>The fire fleet is aging and in need of replacement. The ambulance known as MEDIC1 went into service in 1997 and has been scheduled for replacement in 2022. It's important to order a vehicle as soon as possible because supply chain issues are such that delivery is expected to take up to 24 months.</p> <p>The Homer Volunteer Fire Department applied for and was awarded \$55,000 from the Alaska Code Blue Grant Program to assist with the funding of a new ambulance.</p>
-------------	---

FUNDING SOURCE(S)	OPERATING	GF CARMA	GF FLEET CARMA	PORT RESERVES	WATER CARMA
	0%	0%	100%	0%	0%
	HAWSP	HART-ROADS	HART-TRAILS	PORT FLEET RESERVES	SEWER CARMA
	0%	0%	0%	0%	0%

FUNDING SOURCE 1: GF Fleet CARMA	FUNDING SOURCE 2:	FUNDING SOURCE 3:
Current Balance <u>\$ 2,106,604</u>	Current Balance _____	Current Balance _____
Encumbered <u>\$ 1,211,070</u>	Encumbered _____	Encumbered _____
Requested Amount <u>\$ 300,000</u>	Requested Amount _____	Requested Amount _____
Other Items on Current Agenda <u>\$ 0</u>	Other Items on Current Agenda _____	Other Items on Current Agenda _____
Remaining Balance <u>\$ 595,534</u>	Remaining Balance _____	Remaining Balance _____
FUNDING SOURCE 4:	FUNDING SOURCE 5:	FUNDING SOURCE 6:
Current Balance _____	Current Balance _____	Current Balance _____
Encumbered _____	Encumbered _____	Encumbered _____
Requested Amount _____	Requested Amount _____	Requested Amount _____
Remaining Balance _____	Remaining Balance _____	Remaining Balance _____



**ORDINANCE REFERENCE SHEET**  
**2022 ORDINANCE**  
**ORDINANCE 22-81**

An Ordinance of the City Council of Homer, Alaska, Amending the FY23 Capital Budget by Accepting and Appropriating a Reimbursable Code Blue Grant in the Amount of \$55,000 and Appropriating an Amount not to exceed \$300,000 from the General Fund Fleet Capital Asset Repair and Maintenance (CARMA) Fund for the Purchase of an Ambulance.

Sponsor: City Manager/Fire Cheif

1. City Council Regular Meeting November 14, 2022 Introduction

Memorandum 22-199 from City Manager as backup

1 **CITY OF HOMER**  
2 **HOMER, ALASKA**

3 City Manager/  
4 Fire Chief

5 **ORDINANCE 22-82**

6  
7 AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA,  
8 AMENDING THE FY23 OPERATING BUDGET BY APPROPRIATING  
9 \$652,500 FROM THE GENERAL FUND UNASSIGNED FUND  
10 BALANCE TO FUND TWO FULL-TIME FIREFIGHTER/EMT  
11 POSITIONS THROUGH THE END OF FY25.

12  
13 WHEREAS, The Homer Volunteer Fire Department provides critical public safety  
14 services to the community; and

15  
16 WHEREAS, as the City of Homer and surrounding areas grow in population, the demand  
17 for fire and medical response services increase; and

18  
19 WHEREAS, documented calls for the Volunteer Fire Department have been steadily  
20 increasing over time; and

21  
22 WHEREAS, there has been a nationwide decline in fire volunteerism which includes  
23 Homer; and

24  
25 WHEREAS, an expansion of career firefighter/EMT positions is required to provide an  
26 adequate and sustainable level of service to the community; and

27  
28 WHEREAS, the addition of two full-time firefighter/EMTs to the Volunteer Fire  
29 Department would allow for the Fire Hall to be maintain a minimum level of staffing (two  
30 firefighter/EMTs) 24/7; and

31  
32 WHEREAS, the budgeted financial impact is \$130,500 for FY23 (half of fiscal year) and  
33 \$261,000 for each subsequent fiscal year (FY24 and FY25) for a total of \$652,500; and

34  
35 WHEREAS, the City had a significant surplus in FY22 which can be used, in part, to fund  
36 these new employees through the end of FY25.

37  
38 NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

39  
40 Section 1. The Homer City Council hereby amends the FY23 Operating Budget by  
41 appropriating \$652,500 to fund two full-time Firefighter/EMT positions through the end of FY25  
42 as follows:  
43

<u>Fund</u>	<u>Description</u>	<u>Amount</u>
100	General Fund Unassigned Fund Balance	\$652,500

46

47 Section 2. The fiscal year budget impacts for FY23 (half of fiscal year) are as follows:

48

49 Funding Source:

<u>Fund</u>	<u>Description</u>	<u>Amount</u>
100	General Fund Unassigned Fund Balance	\$130,500

52

53 Expenditure:

<u>GL Code:</u>	<u>Description</u>	<u>Amount</u>
100-0151-5101	Fire Services – Salary and Wages	\$41,500
100-0151-5102	Fire Services – Fringe Benefits	\$23,750
100-0152-5101	Medical Services – Salary and Wages	\$41,500
100-0152-5102	Medical Services – Fringe Benefits	\$23,750

59

60 Section 3. The individual fiscal year (FY24 and FY25) budget impacts are as follows:

61

62 Funding Source:

<u>Fund</u>	<u>Description</u>	<u>Amount</u>
100	General Fund Unassigned Fund Balance	\$261,000

65

66 Expenditure:

<u>GL Code:</u>	<u>Description</u>	<u>Amount</u>
100-0151-5101	Fire Services – Salary and Wages	\$83,000
100-0151-5102	Fire Services – Fringe Benefits	\$47,500
100-0152-5101	Medical Services – Salary and Wages	\$83,000
100-0152-5102	Medical Services – Fringe Benefits	\$47,500

72

73 Section 4. This is a budget amendment ordinance only, is not permanent in nature, and  
74 shall not be codified.

75

76 ENACTED BY THE HOMER CITY COUNCIL this \_\_\_\_ day of November, 2022.

77

78 CITY OF HOMER

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\_\_\_\_\_  
KEN CASTNER, MAYOR

86 ATTEST:

87

88

89

90 \_\_\_\_\_  
MELISSA JACOBSEN, MMC, CITY CLERK

91

92 YES:

93 NO:

94 ABSTAIN:

95 ABSENT:

96

97 First Reading:

98 Public Hearing:

99 Second Reading:

100 Effective Date:



# City of Homer

[www.cityofhomer-ak.gov](http://www.cityofhomer-ak.gov)

Office of the City Manager

491 East Pioneer Avenue  
Homer, Alaska 99603

[citymanager@cityofhomer-ak.gov](mailto:citymanager@cityofhomer-ak.gov)

(p) 907-235-8121 x2222

(f) 907-235-3148

## Memorandum 22-199

TO: Mayor Castner and Homer City Council  
FROM: Rob Dumouchel, City Manager  
DATE: October 31, 2022  
SUBJECT: Volunteer Fire Staff and Fleet Support

---

The Volunteer Fire Department needs help. I'd like to use FY22 surplus operating funds to fund a level of staffing sufficient to meet the increasing demands on the Department. Over the years the call volumes have increased, volunteerism has declined, and the fleet has aged with few replacements. All of these items together are having negative impacts on the Department's ability to operate and provide services at the level expected by the community.

I am requesting two full time firefighter/EMT positions to be funded through FY25 with surplus funds from FY22, and one new ambulance to be purchased with the help of Code Blue Grant Program funds and General Fund Fleet CARMA.

### Volunteer Fire Department Call Volume Increases

There has been a large increase in calls over the last two years, and we're forecasting upwards of 750 calls for 2022. During COVID, we brought on two emergency hires which helped mitigate some of the impact the pandemic had on volunteerism. When the emergency hire funding expired, the calls did not decrease. Compounding this issue is the fact that many calls overlap requiring the Department to respond to multiple emergencies simultaneously. Responding to an ever increasing volume of calls with less staff is not sustainable.

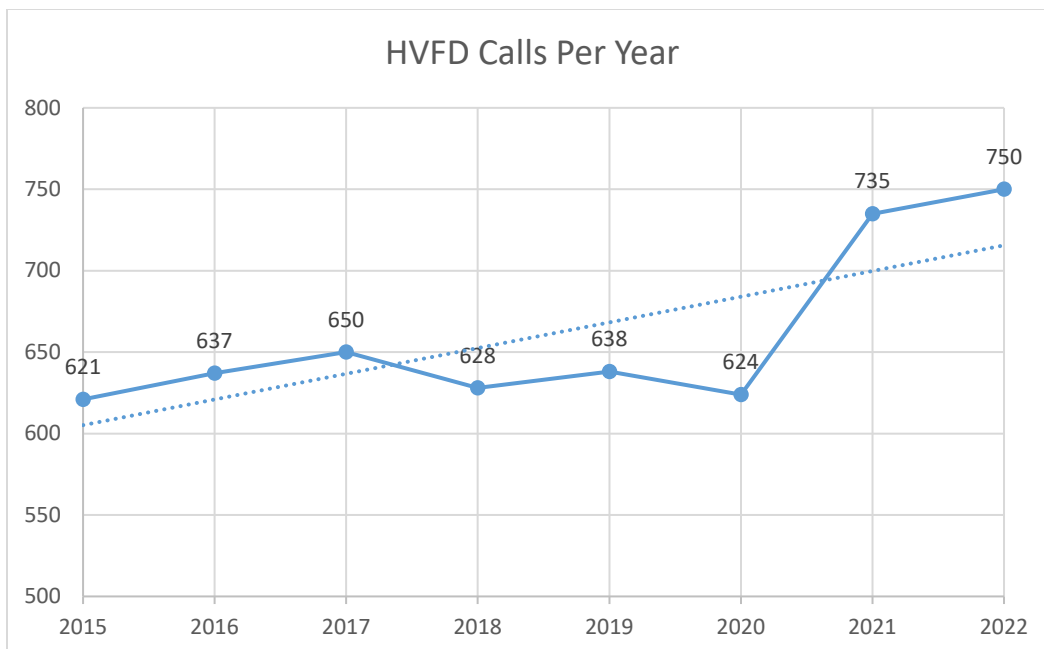
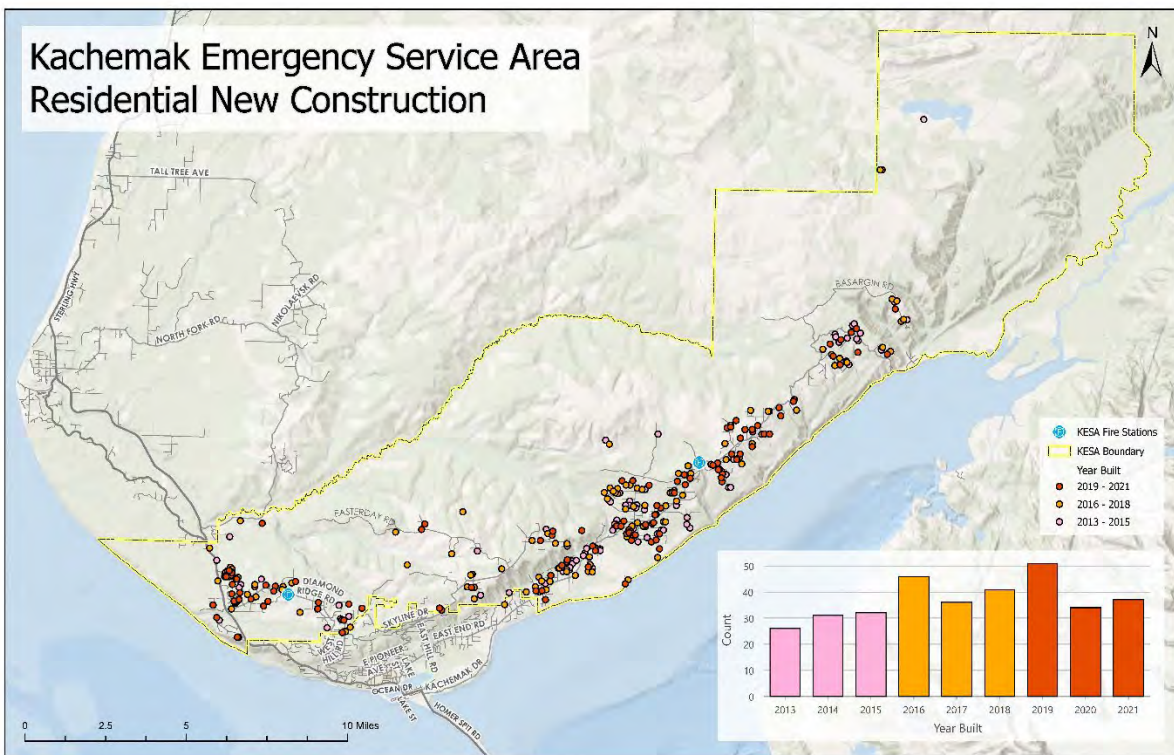
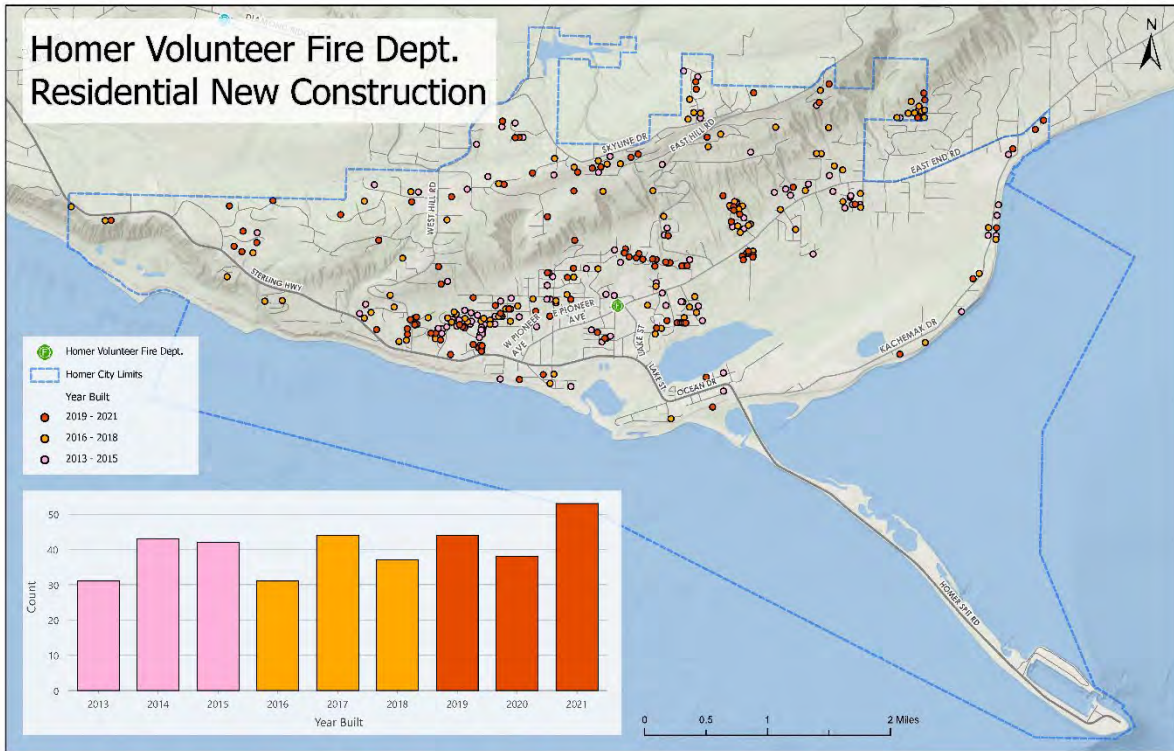


Figure 1: HVFD calls per year 2015 to 2022 (2022 volume is estimated based on YTD calls)

## New Structure Development in the Homer Area

The increase in calls is not surprising given the fact that many new units of housing have been built in the past decade. The following maps provided by the Kenai Peninsula Borough show the distribution of recent development within Homer city limits, and just outside.



## Fire Volunteerism Context

At the same time call volumes are increasing, volunteerism is declining. Volunteerism is an important part of the Department’s culture and history. We have to acknowledge the fact that the opportunity cost of being a volunteer firefighter is enormous. We, like volunteer fire departments all over the country, are putting considerable effort into finding ways to modernize volunteer programs in ways that will improve volunteer recruitment and retention (this is also a 2022 Council priority project). The reality of the situation, however, is that over time it has become significantly more difficult to become a volunteer firefighter. It has also become more difficult to make a living in Homer and have sufficient time available for a very demanding volunteer position. The impact of decreased volunteerism is particularly evident in the number of calls run by Chief Officers. In September and October 2022, the chiefs ran between 20 to 30 calls each, 44% of which were between the hours of 5pm and 8am. Only one volunteer has made as many calls as any of the chiefs for that time period. The downward pressure on volunteerism requires an increase in career positions to ensure that we can provide the level of service the community expects from the Department.

## Borough-wide Comparison: Calls, Staffing, and Budgets

It’s helpful to view Homer in comparison with other fire departments in the Kenai Peninsula Borough. Our closest neighbors and mutual aid partners are the Kachemak Emergency Service Area (KESA), and Western Emergency Services (WES) which was created in 2021 as a combination of the Anchor Point Fire and Emergency Medical Service Area (APFEMSA) and Ninilchik Emergency Services (NES). Despite serving a more developed area and conducting significantly more calls, HVFD has the smallest budget and firefighting staff on the southern peninsula.

	HVFD	KESA	WES
<b>Calls per Year</b>	750+	275	525
<b>Full Time Personnel</b>	7 FT Fire Personnel 1 admin	7 FT Fire Personnel Hiring 2 more soon	10 FT Fire personnel Requesting 6 more this year
<b>Volunteers</b>	27 Volunteers on the roster, 10 actively responding to calls and overnight shifts	20 volunteers on the roster, 5 actively responding to calls, no overnight shifts	31 volunteers on the roster, 20 actively responding to calls and overnight shifts
<b>Annual Budget (FY23)</b>	\$1,4540,719	\$2,194,150	\$2,389,500
<b>Community ISO Rating</b>	4	5	5

## What about Grants?

We have very actively pursued grants for both personnel and fire apparatus. Fire-related national grant programs are very competitive and we have had limited success with large requests. We have federal grants under review for two firefighter/EMT positions and a Type 5 Brush/Mini-Attack Vehicle (to replace the failing Brush1). If we were to be granted the firefighter/EMT positions requested through the SAFER program on top of the request I am making to Council, the increased capacity would be a great opportunity to invest a significant amount of time into emergency preparedness and training (a Council priority).

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Earlier this year, the Department applied for a Code Blue grant which awarded us \$45,000 towards the purchase of an ambulance. I would like to take advantage of that grant to supplement the replacement of an ambulance.

**Staff Recommendation:** Introduce and approve ordinances authorizing the funding of two full-time firefighter/EMT positions through the end of FY25 and the purchase of a new ambulance.



**ORDINANCE REFERENCE SHEET**  
**2022 ORDINANCE**  
**ORDINANCE 22-82**

An Ordinance of the City Council of Homer, Alaska, Amending the FY23 Operating Budget by Appropriating \$652,500 from the General Fund Unassigned Fund Balance to Fund Two Full-Time Firefighter/EMT Positions through the end of FY25.

Sponsor: City Manager

1. City Council Regular Meeting November 14, 2022 Introduction

Memorandum 22-199 from City Manager as backup

**CITY OF HOMER  
HOMER, ALASKA**

City Manager

**RESOLUTION 22-083**

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA APPROVING A LOBBYIST CONTRACT WITH J & H CONSULTING, LLC OF JUNEAU, ALASKA, FOR A TERM OF ONE YEAR COMMENCING ON DECEMBER 15, 2022 AND ENDING DECEMBER 15, 2023 IN THE AMOUNT OF \$42,000 AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE THE APPROPRIATE DOCUMENTS.

WHEREAS, In 2020 the City issued a request for proposals for lobbying services and as a result approved a one year contract with J&H Consulting with Resolution 20-120; and

WHEREAS, Throughout this contract year, J&H Consulting has advocated for capital projects and legislation on behalf of the City of Homer as well as the Large Vessel Harbor project; and

WHEREAS, Funds were allocated in the FY22/23 budget for lobbying services and it is in the City's best interest to retain J&H Consulting to continue their work in advocating for the City of Homer at the State Capitol.

WHEREAS, This award is not final until notice is received by J & H Consulting, LLC of Juneau, Alaska, from the City of Homer.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska, hereby approves the contract for Lobbyist for the City of Homer to the firm of J & H Consulting, LLC of Juneau, Alaska, for a term of one year commencing on December 15, 2022 and ending on December 15, 2023 in the amount of \$42,000 and authorizes the City Manager to negotiate and execute the appropriate documents.

PASSED AND ADOPTED by the Homer City Council this 14<sup>th</sup> day of November, 2022.

CITY OF HOMER

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KEN CASTNER, MAYOR

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44 ATTEST:

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48 \_\_\_\_\_  
MELISSA JACOBSEN, MMC, CITY CLERK

49

50 Fiscal Note: \$21,000 – Mayor/Council Lobbying Account 100-0100-5248; \$21,000 - Port

51 Administration Lobbying Account 400-0600-5248



# City of Homer

[www.cityofhomer-ak.gov](http://www.cityofhomer-ak.gov)

## Office of the City Manager

491 East Pioneer Avenue  
Homer, Alaska 99603

[citymanager@cityofhomer-ak.gov](mailto:citymanager@cityofhomer-ak.gov)

(p) 907-235-8121 x2222

(f) 907-235-3148

## Memorandum 22-200

TO: Mayor Castner and Homer City Council  
FROM: Rob Dumouchel, City Manager  
DATE: November 8, 2022  
SUBJECT: Continuation of J&H Consulting Lobbyist Contract

---

The City engaged J&H Consulting at the end of 2020 to be the City's lobbying firm in Juneau. This relationship has been very successful. Staff has worked well with J&H, and we've had some victories with the State appropriation of \$750,000 towards the port expansion study, State funding of the Municipal Harbors Grant Program, and an increase in the State's community jails budget. J&H have been very good at making connections and arranging appointments with lawmakers and agency leaders to facilitate meetings with City Council and staff, and they have also given much time to the Council for updates when the State legislature is in session in Juneau.

Maintaining continuity will be helpful as we look to move Council-adopted legislative issues and priority capital projects forward in the next legislative session.

**Staff Recommendation:** Approve the resolution for the 2023 contract with J&H Consulting

## **CONTRACT FOR PROFESSIONAL SERVICES**

This Contract, effective as of December 15, 2022, is between the City of Homer (hereinafter referred to as "Client"), 491 E. Pioneer Avenue, Homer, Alaska 99603, and J & H Consulting, LLC (hereinafter referred to as "Contractor"), P.O. Box 23293 Juneau, Alaska 99802.

### **RECITALS**

WITNESSETH that:

Whereas, the need for such a Contract has been deemed necessary by Client; and

Whereas, Client is entering into this Contract by direct negotiations and not by competitive bid because this is a contract for professional consulting services and Client has determined that it is not feasible to solicit these services through the competitive bidding process due to the professional nature of the services and the specific qualifications required of the Contractor; and

Whereas, Contractor is willing to undertake the performance of this Contract under its terms.

### **AGREEMENT**

For consideration received, recited herein, Contractor agrees to provide services to Client and/or its designated representative, as set forth in the Statement of Work and as cited in the Proposal submitted in response to the Request for Proposals for Lobbyist Services issued by the Client, included as part of this document as Exhibit A.

### **PERIOD OF PERFORMANCE**

Subject to either party's right to terminate, the period of performance under this Contract shall commence on December 15, 2022 and expire on December 15, 2023.

Performance may be extended for additional periods by written contract of both parties and as approved by City Council via resolution.

### **TERMS**

For services rendered under this Contract, Client agrees to compensate Contractor the sum total of \$42,000 to be paid in monthly payments of \$3,500.00 by the fifteenth day of the month beginning January 15, 2023 for services rendered the prior 30 day period.

Contractor agrees to make one trip to Homer at Contractors expense to consult with the Council and staff and familiarize themselves with the City of Homer goals.

Contractor specifically recognizes that the limitation upon this Contract is essential and expressly agrees to be bound thereby.

### **INDEMNIFICATION**

Contractor shall indemnify and hold harmless Client for any and all liability or claim for injury to persons or damage to property arising out of Contractor's performance or non-performance of this Contract.

Client shall indemnify and hold harmless Contractor for any and all liability or claim for injury to persons or damage to property arising out of Client's performance or non-performance of this Contract.

### **ASSIGNMENT AND SUBCONTRACTS**

This is a Contract for professional services and no portion of this Contract may be assigned, delegated, or sub-contracted without the written permission of Client or its designee.

Client is aware of the previous and current existence of contracts between Contractor and entities listed in the proposal submitted and included as Exhibit A.

### **TAXES**

Contractor is, for all purposes, including taxes, workers compensation, and insurance an independent Contractor and not Client's employee.

Contractor agrees to make all Social Security, federal or state tax payments or other payments as required by law.

### **REPORTING REQUIREMENTS**

Contractor is responsible to meet all reporting deadlines as required by the Alaska Public Offices Commission with regard to "Lobbyist" Reports and filings.

Client is responsible to meet all reporting deadlines as required by the Alaska Public Offices Commission with regard to "Employer of Lobbyist" Reports and filings.

## **COMPLETE CONTRACT**

This Contract contains the complete agreement concerning the arrangement between the parties and shall, as of the effective date, supersede all other contracts between the parties.

The parties stipulate and agree that neither of them has made any representation with respect to the subject matter of this Contract or any other representations except as are specifically set forth herein, and that neither of them has relied upon any representations in entering into this Contract, except as are specifically set forth herein.

Each of the parties acknowledges that they have relied on their own judgment in entering into this Contract.

## **STATEMENT OF WORK**

Contractor shall perform the following services for Client for the duration of this Contract:

1. Work to secure capital and/or operating budget funding as requested by Client;
2. Develop political strategy tailored to meet the specific objectives of Client;
3. Identification of and monitoring the progress of all legislation introduced or proposed for introduction in the Alaska Legislature which may affect Client;
4. Provide Bi-weekly and ad hoc reporting to Client and in sufficient detail to keep Client reasonably apprised of the status and likelihood of passage of such legislation;
5. Evaluation of all relevant legislation and advisory to Client of circumstances which may necessitate the written testimony or presence of Client in Juneau to lobby, testify, or otherwise act to protect the interests of Client;
6. Engagement with members of the Legislature and Administration on behalf of Client on all proposed legislation, regulations and executive actions affecting Client, and coordination with other industry lobbyists and associations when strategically advantageous to Client;
7. Coordination and organization of Client visits to Juneau, if required, during the legislative session, including meetings and/or social functions with key public officials.

Client and/or its designees shall be responsible for the following:

1. Provide Contractor with all legislative and administrative priorities and pertinent information necessary for legislative committee and administrative hearings and meetings;
2. Organize and provide technical support to promote Client's goals, i.e. professional testimony;
3. Be available to provide timely input and testimony either via teleconference or in person before legislative committees and administration officials relative to Client's priorities.

### **CONFLICT RESOLUTION PROCEDURES**

Contractor shall communicate, coordinate, and report to Client as required under this Contract. Except as otherwise provided, if Contractor receives instruction from other clients that Contractor reasonably, in good faith, believes to be contradictory to instructions provided by Client on a specific issue, Contractor shall declare a conflict by giving notice thereof to each client. After giving said notice of conflict, Contractor shall not carry out any of the duties, tasks, or functions requested by any of the contradictory instructions.

Contractor will assist in conciliation efforts to resolve client differences. Said failure to act shall not constitute a breach of this Contract nor shall it decrease the Contract sum payable to Contractor hereunder.

Contractor shall refrain from so acting until such time as Contractor receives non-contradictory written instructions on the same subject from each client, or from one of said clients who represents to Contractor that the officials have conferred and are now in agreement as to how to proceed.

Contractor shall then carry out said instructions as otherwise required by this Contract. Regardless of the existence of a specific conflict, Contractor shall continue to perform all other duties required under this Contract that are not involved in the conflict.

### **TERMINATION**

This Contract may be terminated by either party for any reason upon sixty (60) days written notice; in the event such notice is given by either party during the year in which this agreement is in effect, compensation will be pro-rated for the portion that this Contract was in effect.

Any notice of termination by Contractor shall be executed by Contractor. Any notice of termination by Client shall be executed by the City Manager of the City of Homer.



**GENERAL CONDITIONS**

Contractor's and Client's performance under this Contract shall comply with all applicable statutes, regulations, ordinances, policies and ethical rules.

No waiver of any provision of this Contract shall be effective unless in writing signed by both parties. The failure by any party to object to non-performance of, or to seek to compel performance of, an obligation under this Contract shall not constitute a waiver of any subsequent breach of the same or any different obligation.

The laws of the State of Alaska shall govern the rights and duties of the parties under this Contract. Venue for any action or proceeding arising from this Contract shall be in the state court in Homer, Alaska.

This Contract and the exhibits to it, constitute the entire agreement between the parties, superseding all previous representations, discussions and any verbal agreements between them.

This Contract may not be modified, limited or added to except in writing signed by both parties.

Notices concerning this Contract shall be given by the parties in writing and shall be personally delivered or mailed to a party at the address set out above. Notice shall be complete when delivered.

If any provision of this Contract is held to be unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of this Contract.

This Contract constitutes the complete and entire statement of all terms, conditions and representations of the agreement between the parties with respect to its subject matter.

IN WITNESS WHEREOF, the parties have executed this Contract and represent that they have the express authority to sign on behalf of the respective agency or party listed below.

CONTRACTOR:  
J & H Consulting, LLC

CLIENT:  
City of Homer

\_\_\_\_\_  
Christine Hess, Member

\_\_\_\_\_  
Robert Dumouchel, City Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

1 **CITY OF HOMER**  
2 **HOMER, ALASKA**

3 City Manager

4 **RESOLUTION 22-084**

5  
6 A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA,  
7 APPROVING A LEASE ASSIGNMENT FROM KACHEMAK  
8 CORPORATION, DBA BOB'S TROPHY CHARTERS TO EAGLE EYE  
9 CHARTERS, DBA BOB'S TROPHY CHARTERS; APPROVING  
10 AMENDMENTS TO THE ASSIGNED LEASE UNDER SECTIONS 6.01  
11 USE OF PROPERTY, 6.02 REQUIRED IMPROVEMENTS, AND 14.04  
12 ADDRESSES FOR NOTICES; AND AUTHORIZING THE CITY  
13 MANAGER TO EXECUTE THE APPROPRIATE DOCUMENTS FOR THE  
14 CONTINUATION OF THE CURRENT TWENTY YEAR LEASE WITH  
15 OPTIONS FOR TWO CONSECUTIVE FIVE YEAR RENEWALS AT AN  
16 INITIAL ANNUAL BASE RENT OF \$7,026.60 FOR TRACT 1-B,  
17 FISHING HOLE SUBDIVISION NO. 2.

18  
19 WHEREAS, Kachemak Corporation, current Tenant of Tract 1-B, has reached a tentative  
20 agreement to sell Bob's Trophy Charters to Eagle Eye Charters LLC; and

21  
22 WHEREAS, Under Section 8.01 of the Lease, Kachemak Corporation shall not assign or  
23 sublease its interest in this Lease or in the Property without first obtaining the written consent  
24 of City Council, which will not be withheld unreasonably; and

25  
26 WHEREAS, In accordance with Homer City Code 18.08.160(b), Kachemak Corporation  
27 submitted to the City Manager a written request for Assignment on June 13, 2022 and the City  
28 Manager determined Kachemak Corporation is in good standing and eligible to assign the  
29 lease; and

30  
31 WHEREAS, Eagle Eye Charters LLC submitted a completed Lease Application and  
32 written narrative to the City which details the Assignee's intentions to continue operating  
33 Bob's Trophy Charters as-is: a fishing charter business operated out of the Homer Small Boat  
34 Harbor with the building on Tract 1-B used as a booking office and the upstairs rooms for  
35 seasonal overnight accommodations; and

36  
37 WHEREAS, The City has reviewed the request and Eagle Eye Charter LLC's application  
38 and determined they can fulfill the terms of the Lease and requirements under Homer City  
39 Code Chapter 18.08; and

40  
41 WHEREAS, The Port and Harbor Advisory Commission reviewed the Assignment of  
42 Lease Request for Bob's Trophy Charters at their October 26, 2022 regular meeting and made

43 a motion with discussion to support the Assignment of Lease from Kachemak Corporation to  
44 Eagle Eye Charters LLC, and recommend for City Council approval; and

45  
46 WHEREAS, Kachemak Corporation and Eagle Eye Charters LLC have an agreed-upon  
47 closing date of December 1, 2022 for the sale of Bob’s Trophy Charters at which time Eagle Eye  
48 Charters LLC must provide the City sufficient documentation verifying the transfer of business  
49 assets and Certificate of Insurance to satisfy the requirements of Homer City Code Chapter  
50 18.08 and the City Lease Application; and

51  
52 WHEREAS, Eagle Eye Charters LLC is responsible for securing Fire Marshal approval in  
53 order to operate seasonal room rentals in the upstairs level of the building.

54  
55 NOW, THEREFORE, BE IT RESOLVED that the Homer City Council hereby approves an  
56 Assignment of Lease from Kachemak Corporation dba Bob’s Trophy Charters to Eagle Eye  
57 Charters LLC dba Bob’s Trophy Charters; approving amendments to the assigned lease under  
58 sections 6.01 Use of Property, 6.02 Required Improvements, and 14.04 Addresses for Notices;  
59 and authorize the City Manager to execute the appropriate documents for the continuation of  
60 the current 20-year lease, term ending December 31, 2036 with two 5-year renewal options at  
61 an Annual Base Rent of \$7,026.60, for Tract 1-B, Fishing Hole Subdivision No. 2.

62  
63 BE IT FURTHER RESOLVED that approval of the lease assignment is contingent upon  
64 Eagle Eye Charters LLC providing the City sufficient documentation verifying the transfer of  
65 business assets and Certificate of Insurance to satisfy the requirements of Homer City Code  
66 Chapter 18.08 and the City Lease Application.

67  
68 PASSED AND ADOPTED by the Homer City Council on this 14<sup>th</sup> day of November, 2022.

69  
70 CITY OF HOMER  
71  
72  
73 \_\_\_\_\_  
74 KEN CASTNER, MAYOR  
75

76 ATTEST:  
77  
78  
79 \_\_\_\_\_  
80 MELISSA JACOBSEN, MMC, CITY CLERK  
81

82 Fiscal Note: Initial Base Rent \$7,026.60 annually, adjusted annually in accordance with the  
83 Consumer Price Index and every five years as determined by ordered appraisals.



# City of Homer

[www.cityofhomer-ak.gov](http://www.cityofhomer-ak.gov)

Office of the City Clerk

491 East Pioneer Avenue

Homer, Alaska 99603

[clerk@cityofhomer-ak.gov](mailto:clerk@cityofhomer-ak.gov)

(p) 907-235-3130

(f) 907-235-3143

## Memorandum 22-201

To: Mayor Castner and Homer City Council

From: Rachel Tussey, CMC, Deputy City Clerk II

Through: Rob Dumouchel, City Manager

Meeting Date: November 14, 2022

Subject: Assignment of Lease Request for Bob's Trophy Charters

---

### Summary Statement:

Kachemak Corporation dba Bob's Trophy Charters submitted a request for Assignment of Lease in June 2022. In accordance with Homer City Code 18.08.160 Assignment, City Lease Staff has reviewed the request and the new lease application/proposal from the assignee, Eagle Eye Charters.

The City Manager and City Lease Staff have determined the lessee and lease assignee have met the criteria outlined in City Code and an assignment of Lease can take place; the attached Proposal Review and Staff Recommendations form provides the summary and details of that review.

Per HCC 18.08.160(c)(5), the Port and Harbor Advisory Commission reviewed the Assignment of Lease Request for Bob's Trophy Charters at their October 26, 2022 regular meeting prior to submission to Council. They made a motion with discussion to support an Assignment of Lease from Kachemak Corporation to Eagle Eye Charters dba Bob's Trophy Charters, and recommend for City Council approval. An excerpt of their meeting minutes is attached.

### Staff Recommendation:

Approve an Assignment of Lease from Kachemak Corporation to Eagle Eye Charters, and authorize the City Manager to execute the appropriate documents for the continuation of the current 20-year lease, term ending December 31, 2036 with two 5-year renewal options at an Annual Base Rent of \$7,026.60, for Tract 1-B, Fishing Hole Subdivision No. 2.

### Fiscal Note:

Initial Base Rent \$7,026.60 annually, adjusted annually in accordance with the Consumer Price Index and every five years as determined by ordered appraisals.

### Attachments:

City of Homer Lease Application Proposal Review & Staff Recommendations

Eagle Eye Charters Lease Application/Proposal Packet

DRAFT Assignment and Assumption of Lease Agreement for Bob's Trophy Charters



# City of Homer

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## City of Homer Lease Application Proposal Review & Staff Recommendations

### Proposal Synopsis

**Application is for:** Eagle Eye Charters LLC dba Bob's Trophy Charters  
Representative: Cory DeCook

**Lease Proposal Synopsis:** Assignment of Lease request from Kachemak Corporation to Eagle Eye Charters. New lessee would take over the existing lease as-is at the same terms, duration, and rental rate.

- Per HCC 18.08.160 Assignment, the City Manager determines that a lessee is in full compliance with a lease before an assignment will be effective. After Lease Staff's review, the current lessee (Kachemak Corporation dba Bob's Trophy Charters) is found to be in good standing and eligible to assign the lease.
- Current lease is a 20-year lease from 1/1/2017 to 12/31/2036 with two 5-year options to renew; would expire with no options remaining 12/31/2046.
- Last appraisal was done in 2022 (every 5 years); current Annual Market Rent is \$7,026.60.
- Applicant's proposal was initially submitted to Port Staff June 2022. At the time there were questions on the financial aspects of the applicant. City staff had a transition of lease management duties in the interim the applicant was working on reorganizing their financials. City Hall/Lease Staff started working with the applicant September 2022 to finalize their proposal.
- The updated request has been reviewed by Lease Staff and the City Manager; applicant has been determined to be a qualified assignee.

### Criteria Checklist

**Complete Lease Application form and a clear, precise narrative that addresses all proposal criteria:**  Yes  No  N/A  Incomplete

Notes: Lease Application, Written Narrative, and fee received/paid.

A letter from the current lessee, Todd Strand, formally requested the lease assignment in accordance with HCC. It explained how he wishes to sell the business; sale is contingent upon the applicant being able to secure a lease with the City.

**Proposal is compatible with neighboring uses and consistent with applicable land use regulations including the Land Allocation Plan, Comprehensive Plan:**  Yes  No  N/A  Incomplete

Notes: Feedback from Planning Staff has verified the proposal is consistent with zoning code and the Land Allocation Plan.

**Development plan details out any proposed improvements with a specific time schedule and benchmarks for development:**  Yes  No  N/A  Incomplete

Notes: Applicant does not have any proposed improvement plans to the existing office building or lot.

**Financial capability or backing of the applicant (including credit history, prior lease history, assets, capital investments) has been verified to support the lease proposal:**  Yes  No  N/A  Incomplete

Notes: Absent bank financing for the business and that Applicant is the sole owner, the City has relied on personal financial history to prove financial solvency. Applicant submitted a current credit report that indicated any debts and payment history; it provided sufficient evidence they are capable of making timely monthly payments.

Applicant has a closing date set for December 1<sup>st</sup> to purchase the business. Applicant has proven financial capability of buying the business; current lessee has voiced his support of the sale and is moving forward with it.

Applicant has not had been found in default or sent to collections, has not filed bankruptcy, does not have any pending litigation against them, and has a credit history of making all payments on time over the past 7 years.

**Proposal found to be sufficient in other evaluation criteria per HCC 18.08.060 (includes experience of applicant in the proposed business or venture, economic, financial, and social impacts):**  Yes  No  N/A  Incomplete

Notes: Applicant's proposal to continue the business as-is has found to be sufficient. He has worked for this charter company and is looking to keep it running as the current owner is seeking to sell. The applicant is a local resident and home owner; this helps retain seasonal earnings in the community year round and supports the social and economic goals of the city.

**Applicant has verified they are insurable and licensable in the City, Kenai Peninsula Borough, and/or the State of Alaska for their proposed use:**  Yes  No  N/A  Incomplete

Notes: Applicant has proven they are insurable; signing of a lease is contingent upon Applicant being able to provide final insurance.

Applicant has the appropriate business licenses with the State.

Health requirement documentation not applicable for this type of business/land use.

**Any other information that is directly pertinent to the proposal:**  Yes  No  N/A  Incomplete

Notes: Applicant does not intend to sublease, which requires prior approval of City Council per HCC 18.08.140 Sublease.

**FOR ASSIGNMENTS ONLY – Current lessee is in full compliance with the lease terms and is eligible for lease reassignment:**  Yes  No  N/A  Incomplete

Notes: Port staff verified Kachemak Corporation is in good standing with their bills.

**All applicable documentation has been provided:**

Yes    No    N/A    Incomplete

- Lease Application and Narrative
- Plot Plan
- Development Plan – n/a
- Financial Information
- Verification that Insurance can be provided at Signing of Lease
- Business Entity and Licensing Information

**Comments/Recommendations from Planning & Zoning**

Rick Abboud, City Planner: After a quick look at the site and business, my initial recommendation is to ensure that that structure is approved by the Fire Marshal for overnight accommodations. From a look on the outside, I do not see any zoning problems.

Julie Engebretsen, Economic Development Manager: There is some Fire Marshal info in the files; I am following up with the Fire Marshal on if the accommodations have been reviewed or not. If not, we would make that a condition of the lease. It's something the new leaseholder could reasonably resolve by the start of the 2023 season. Or, he can use it as employee housing without a review.

**Comments/Recommendations from Port & Harbor Staff (if applicable)**

N/A

Bryan Hawkins, Port Director: Initial concerns were addressed by the Applicant providing a written narrative. From a harbor operation perspective there were no objections.

**Recommendation from Port & Harbor Advisory Commission (if applicable)**

N/A

Pending review at the PHC's October 26, 2022 regular meeting.

**Comments from City Manager's Office**

No additional comments

**Recommended Action to City Council**

By Resolution, approve an Assignment of Lease from Kachemak Corporation to Eagle Eye Charters, and authorize the City Manager to execute the appropriate documents for the continuation of the current 20-year lease, term ending December 31, 2036 with two 5-year renewal options at an Annual Base Rent of \$7,026.60, for Tract 1-B, Fishing Hole Subdivision No. 2.

**Application Verified By:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**City Manager Approval:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Cory DeCook  
Eagle Eye Charters LLC  
DBA Bobs Trophy Charters  
PO Box 2592  
Homer, AK 99603  
[Corydecook@yahoo.com](mailto:Corydecook@yahoo.com)  
907-756-3755

October 19, 2022

City of Homer  
Attn: Rachel Tussey

After eight years as an employee with Bobs Trophy Charters the opportunity to purchase the company has become a reality. Todd Strand ( current owner) and I have come to an agreement to make this possible. This is super exciting for me since it is where I started my charter fishing career. One year as a deckhand and seven years as a captain for Bobs Trophy Charters I feel that this is the time to move forward. I have secured all the funds needed to purchase the business, but have to make sure that the lease for the office land, through the city of Homer can be reassigned to myself before I am able to move forward. My belief is that after 43 years in business Bobs Trophy Charters Office is a critical part of the company and that its location is important to the success and longevity of one of Homers original charter companies. This location is unique in being one of the first charter companies that people see when the drive down the spit. Also the size of the lot is very special because it allows our customers to drive right up to the front door to check-in. This company employs anywhere from 12 to 14 people of which roughly seven or eight of them meet at the office each day. My goal is to proceed with Bobs Trophy Charters just the way it is. The current owner has kept the office updated so at this point in time I don't believe there will be any updates needed for the office. Please let me know if there is any further information that will be helpful in securing this lease.

Sincerely,  
Cory DeCook





**Bob's Trophy Charters**  
**A division of Kachemak Corporation**  
**P.O. Box 1775**  
**Homer, AK 99603**

June 13, 2022

Homer City Hall  
Rob Dumouchel, City Manager  
491 East Pioneer Ave  
Homer, AK 99603

Dear Mr. Dumouchel,

I have been negotiating the sale of Bob's Trophy Charters with a buyer by the name of Cory DeCook. At this time, it looks as though an agreement has been made for him to buy the assets of Bob's Trophy Charters and I would like to request an Assignment of our lease to his new entity called Eagle Eye Charters.

The sale of this business is contingent upon the approval of this lease assignment as the location of the building is critical for the continued successful operation of the business.

Attached please find the Lease Application, Personal Financial Statement and check for \$280.00 that has been completed by Mr. DeCook. Please let us know how to proceed.

Sincerely,

A handwritten signature in black ink, appearing to read "Todd Strand". The signature is fluid and cursive, written over a white background.

Todd Strand, President

Kachemak Corporation dba Bob's Trophy Charters

Cc: Bryan Hawkins, Harbormaster



## Lease Application/Assignment Form

**Directions:**

1. Please submit this application form to the City Manager's Office, 491 Pioneer Avenue, Homer, AK, 99603.
2. Please answer all questions on this form, or put "N/A" in the space if it is non-applicable.
3. Please include all applicable fees in the form of a check, made payable to the City of Homer.

Applicant Name:	Cory DeCook
Business Name:	Bob's Trophy Charters
Social Security Number:	[REDACTED]
Mailing Address:	P.O. Box 2592 Homer, AK 99603
City, State, ZIP code:	Homer AK 99603
Business Telephone No.	907-756-3755
Representative's Name:	Cory DeCook
Mailing Address:	_____
City, State, ZIP code:	_____
Business Telephone No.	_____
Property Location:	3978 Homer Spit Road Homer, AK 99603
Legal Description:	Tract 2-B Fishing Hole subdivision NO. 2 Homer Recording district, State of Alaska
Type of Business to be placed on property:	Fishing Charter Booking Office Currently on the site
Duration of Lease requested:	20 years
Options to re-new:	yes

**The following materials must be submitted when applying for a lease of  
City of Homer real property**

1.	Plot Plan	<p>A drawing of the proposed leased property showing:</p> <p align="center"><i>See attached</i></p> <input checked="" type="checkbox"/> Size of lot - dimensions and total square footage (to scale) <input checked="" type="checkbox"/> Placement and size of buildings, storage units, miscellaneous structures planned (to scale). <input checked="" type="checkbox"/> Water and sewer lines – location of septic tanks, if needed. <input checked="" type="checkbox"/> Parking spaces – numbered on the drawing with a total number indicated																				
2.	Development Plan	<p><input type="checkbox"/> List the time schedule from project initiation to project completion, including major project milestones.</p> <table border="0"> <thead> <tr> <th data-bbox="506 703 730 735">Dates</th> <th data-bbox="779 703 1485 735">Tasks</th> </tr> </thead> <tbody> <tr> <td data-bbox="506 745 730 777">_____</td> <td data-bbox="779 745 1485 777">_____ <i>None</i> _____</td> </tr> <tr> <td data-bbox="506 787 730 819">_____</td> <td data-bbox="779 787 1485 819">_____</td> </tr> <tr> <td data-bbox="506 829 730 861">_____</td> <td data-bbox="779 829 1485 861">_____</td> </tr> <tr> <td data-bbox="506 871 730 903">_____</td> <td data-bbox="779 871 1485 903">_____</td> </tr> <tr> <td data-bbox="506 913 730 945">_____</td> <td data-bbox="779 913 1485 945">_____</td> </tr> </tbody> </table> <p>For each building, indicate:</p> <table border="0"> <thead> <tr> <th data-bbox="506 1050 974 1081">Building Use</th> <th data-bbox="950 1050 1518 1081">Dimensions and square footage</th> </tr> </thead> <tbody> <tr> <td data-bbox="506 1102 974 1134">_____</td> <td data-bbox="950 1102 1518 1134">_____</td> </tr> <tr> <td data-bbox="506 1144 974 1176">_____</td> <td data-bbox="950 1144 1518 1176">_____</td> </tr> <tr> <td data-bbox="506 1186 974 1218">_____</td> <td data-bbox="950 1186 1518 1218">_____</td> </tr> </tbody> </table>	Dates	Tasks	_____	_____ <i>None</i> _____	_____	_____	_____	_____	_____	_____	_____	_____	Building Use	Dimensions and square footage	_____	_____	_____	_____	_____	_____
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Building Use	Dimensions and square footage																					
_____	_____																					
_____	_____																					
_____	_____																					
3.	Insurance	<p align="center"><i>Policy to be issued if Application is Approved</i></p> <input checked="" type="checkbox"/> Attach a statement of proof of insurability of lessee for a minimum liability insurance for combined single limits of \$1,000,000 showing the City of Homer as co-insured. Additional insurance limits may be required due to the nature of the business, lease or exposure. Environmental insurance may be required. If subleases are involved, include appropriate certificates of insurance.																				
4.	Subleases	<p align="center"><i>N/A</i></p> <input checked="" type="checkbox"/> Please indicate and provide a detailed explanation of any plans that you may have for subleasing the property. The City of Homer will generally require payment of 25% of proceeds paid Lessee by subtenants. Refer to chapter 13 of the Property Management Policy and Procedures manual.																				
5.	Health Requirements	<p align="center"><i>N/A</i></p> <input checked="" type="checkbox"/> Attach a statement documenting that the plans for the proposed waste disposal system, and for any other necessary health requirements, have been submitted to the State Department of Environmental Conservation for approval. Granting of this lease shall be contingent upon the lessee obtaining all necessary approvals from the State DEC.																				

6.	<b>Agency Approval</b>	<input type="checkbox"/> Attach statement(s) of proof that your plans have been inspected and approved by any agency which may have jurisdiction of the project; i.e. Fire Marshall, Army Corps of Engineers, EPA, etc. The granting of this lease shall be contingent upon lessee obtaining approval, necessary permits, and/or inspection statements from all appropriate State and/or Federal agencies.
7.	<b>Fees</b>	<p><u>All applicable fees must be submitted prior to the preparation and/or execution of a lease.</u></p> <input checked="" type="checkbox"/> <b>Application fee - \$30.00.</b> Covers costs associated with processing the application. <i>Please make check payable to the City of Homer.</i> <input type="checkbox"/> <b>Lease fee - \$300.00.</b> Covers the costs of preparing and processing the actual lease. <input checked="" type="checkbox"/> <b>Assignment fee - \$250.00.</b> Covers the costs of preparing and processing the lease transfer. <i>Please make check payable to the City of Homer.</i>
8.	<b>Financial Data</b>	<p><u>Please indicate lessee's type of business entity:</u></p> <input checked="" type="checkbox"/> Sole or individual proprietorship. <input type="checkbox"/> Partnership. <input type="checkbox"/> Corporation. <input type="checkbox"/> Other – Please explain: _____ <hr/> <p><input checked="" type="checkbox"/> <b>Financial Statement</b> – <u>Please attach a financial statement showing the ability of the lessee to meet the required financial obligations.</u>  <i>See Attached</i></p> <p><input checked="" type="checkbox"/> <b>Surety Information</b> – Has any surety or bonding company ever been required to perform upon your default or the default of any of the principals in you organization holding more than a 10% interest  <input checked="" type="checkbox"/> No    <input type="checkbox"/> Yes. If yes, please attach a statement naming the surety or bonding company, date and amount of bond, and the circumstances surrounding the default or performance.</p> <p><input checked="" type="checkbox"/> <b>Bankruptcy information</b> - Have you or any of the principals of your organization holding more than a 10% interest ever been declared bankrupt or are presently a debtor in a bankruptcy action?  <input checked="" type="checkbox"/> No    <input type="checkbox"/> Yes. If yes, please attach a statement indicating state, date, Court having jurisdiction, case number and to amount of assets and debt.</p> <p><input checked="" type="checkbox"/> <b>Pending Litigation</b> – Are you or any of the principals of your organization holding more than a 10% interest presently a party to any pending litigation?  <input checked="" type="checkbox"/> No    <input type="checkbox"/> Yes. If yes, please attach detailed information as to each claim, cause of action, lien, judgment including dates and case numbers.</p>

9.	Partnership Statement	<input checked="" type="checkbox"/> <u>If the applicant is a partnership, please provide the following:</u> <b>Date of organization:</b> <u>None</u> <b>Type:</b> <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <b>Statement of Partnership Recorded?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No Where _____ When _____ <b>Has partnership done business in Alaska?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No Where _____ When _____ <b>Name, address, and partnership share. If partner is a corporation, please complete corporation statement.</b>  <i>Please attach a copy of your partnership agreement.</i>																														
10.	Corporation Statement	<input checked="" type="checkbox"/> <u>If the applicant is a corporation, please provide the following:</u> <b>Date of Incorporation:</b> <u>None at this time</u> <b>State of Incorporation:</b> _____ <b>Is the Corporation authorized to do business in Alaska?</b> <input type="checkbox"/> No <input type="checkbox"/> Yes. Is so, as of what Date? _____ <b>Corporation is held?</b> <input type="checkbox"/> Publicly <input type="checkbox"/> Privately If publicly held, how and where is the stock traded? _____ <b>Officers &amp; Principal Stockholders [10%+]:</b> <table border="0"> <thead> <tr> <th><u>Name</u></th> <th><u>Title</u></th> <th><u>Address</u></th> <th><u>Share</u></th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table> <input type="checkbox"/> <b>Please furnish a copy of Articles of Incorporation and By-laws.</b> <b>Please furnish name and title of officer authorized by Articles and/or By-laws to execute contracts and other corporate commitments.</b> <table border="0"> <thead> <tr> <th><u>Name</u></th> <th><u>Title</u></th> </tr> </thead> <tbody> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </tbody> </table>	<u>Name</u>	<u>Title</u>	<u>Address</u>	<u>Share</u>																	<u>Name</u>	<u>Title</u>								
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11. Applicant References

Please list four persons or firms with whom the Applicant or its owners have conducted business transactions with during the past three years. Two references named shall have knowledge of your financial management history, of which at least one must be your principal financial institution. Two of the references must have knowledge of your business expertise.

Name: Autumn B Johnson  
Firm: Wells Fargo Bank  
Title: Personal Banker  
Address: 88 Sterling Hwy Homer AK 99603  
Telephone: 907-953-2659  
Nature of business association with Applicant: member in good standing since 1996.

Name: Todd Strand  
Firm: Bob's Trophy Charters  
Title: owner  
Address: 9952 East Gold Dust Pl Gold Canyon, AZ 85118  
Telephone: 1-651-402-6606  
Nature of business association with Applicant: owner of the charter company that I fish for.

Name: Keith Kalke  
Firm: Ocean Hunter Charters  
Title: owner  
Address: P.O. Box 1900 Homer AK 99603  
Telephone: 907-299-1735  
Nature of business association with Applicant: Charter Fishing

Name: Brad Needham  
Firm: Tenacious Charters  
Title: owner  
Address: 5545 Saper AVE Homer AK  
Telephone: 1-919-744-7080  
Nature of business association with Applicant: Charter Fishing

I hereby certify that the above information is true and correct to the best of my knowledge.

Signature:



Date:

6-8-22

**PLAT APPROVAL**

THIS PLAT WAS APPROVED BY THE REGULAR PERIODIC GENERAL PLANNING COMMISSION OF THE CITY OF HOMER, ALASKA, ON 4/12/93 AT THE REQUEST OF Richard L. LeLand BY AUTHORIZED OFFICIAL Richard L. LeLand

**NOTES**

1. BASIS OF RECORDING IS THE CITY OF HOMER ZONING ORDINANCE, AS SHOWN ON PLAT D-2-98 AND CITY OF HOMER AREA RECORD OF SURVEY.
2. NO PROPERTY ADJACENT SHALL BE DISTURBED OR PLACED UNDER AN EASEMENT WHICH WOULD INTERFERE WITH THE ABILITY TO USE THE EASEMENT.
3. THESE LOTS SHALL BE SERVED BY CITY SEWER AND WATER. NO ON-SITE WATER OR SEWER SERVICE ARE PROVIDED.
4. NO DIRECT ACCESS TO STATE MAINTAINED HIGHWAY OR AIR IS PERMITTED UNDER APPROVED BY THE STATE OF ALASKA DEPARTMENT OF TRANSPORTATION.

**LEGEND**

- DESIGNATED LOT OR PARCEL TO BE COARSED
- DESIGNATED 50' WIDE RIGHT-OF-WAY FOR ROAD THIS SURVEY
- DESIGNATED 80' X 30' ROAD RIGHT-OF-WAY FOR ALTERNATE LOT SET THIS SURVEY

**LINE TABLE**

LINE NO.	BEARING	DISTANCE	AREA
1	N 89° 15' 30" W	110.00	11,000.00
2	S 89° 15' 30" E	110.00	11,000.00
3	N 89° 15' 30" W	110.00	11,000.00
4	S 89° 15' 30" E	110.00	11,000.00
5	N 89° 15' 30" W	110.00	11,000.00
6	S 89° 15' 30" E	110.00	11,000.00
7	N 89° 15' 30" W	110.00	11,000.00
8	S 89° 15' 30" E	110.00	11,000.00
9	N 89° 15' 30" W	110.00	11,000.00
10	S 89° 15' 30" E	110.00	11,000.00
11	N 89° 15' 30" W	110.00	11,000.00
12	S 89° 15' 30" E	110.00	11,000.00
13	N 89° 15' 30" W	110.00	11,000.00
14	S 89° 15' 30" E	110.00	11,000.00
15	N 89° 15' 30" W	110.00	11,000.00
16	S 89° 15' 30" E	110.00	11,000.00
17	N 89° 15' 30" W	110.00	11,000.00
18	S 89° 15' 30" E	110.00	11,000.00
19	N 89° 15' 30" W	110.00	11,000.00
20	S 89° 15' 30" E	110.00	11,000.00

**CURVE TABLE**

CHORD BEARING	CHORD DISTANCE	ARC BEARING	ARC DISTANCE
N 89° 15' 30" W	110.00	N 89° 15' 30" W	110.00
S 89° 15' 30" E	110.00	S 89° 15' 30" E	110.00
N 89° 15' 30" W	110.00	N 89° 15' 30" W	110.00
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N 89° 15' 30" W	110.00	N 89° 15' 30" W	110.00
S 89° 15' 30" E	110.00	S 89° 15' 30" E	110.00

**CERTIFICATE OF APPROVAL BY THE ALASKA DEPARTMENT OF ENVIRONMENTAL CONSERVATION**

REPRESENTATIVE APPROVED: DIRECTOR, ENVIRONMENTAL CONSERVATION DIVISION, DEPARTMENT OF ENVIRONMENTAL CONSERVATION, 1400 W. BRIDGE STREET, ANCHORAGE, ALASKA 99515. DATE: 4/12/93

APPROVED: Richard L. LeLand, CITY ENGINEER, CITY OF HOMER, ALASKA. DATE: 4/12/93

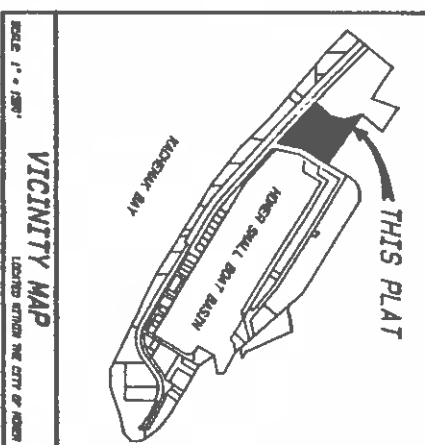
DO NOT SET OUT TO LOCATE THIS PLAT WITHOUT THE PERMISSION OF THE CITY ENGINEER.

**SURVEYOR'S CERTIFICATE**

I HEREBY CERTIFY THAT I AM A REGISTERED SURVEYOR AND I HONOR TO REPRODUCE THIS PLAT IN THE STATE OF ALASKA AND THAT THIS PLAT REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT THE ADJACENT PROPERTY BOUNDARIES ACTUALLY EXIST AS SHOWN AND THAT ALL DIMENSIONS AND OTHER DETAILS ARE CORRECT.

DATE: 12/1/93 REGISTRATION NO. 7538-S

Stephen C. Smith  
REGISTERED LAND SURVEYOR



**CERTIFICATE OF OWNERSHIP**

I HEREBY CERTIFY THAT I AM THE OWNER OF THE REAL PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I HEREBY AGREE THIS PLAT OF SUBDIVISION AND BY MY FREE CONSENT, I AUTHORIZE ALL RIGHTS OF WAY AND PUBLIC RIGHTS TO PASS OVER AND ACROSS ALL EASEMENTS TO THE USE SHOW HEREON.

CITY OF HOMER

BY: Richard L. LeLand  
CITY ENGINEER

DATE: 4/12/93

**NOTARY'S ACKNOWLEDGEMENT**

Subscribed and sworn to before me this 12th day of April, 1993.

FOR: Richard L. LeLand  
NOTARY PUBLIC FOR ALASKA

BY: Stephen C. Smith  
BY CONVEYANCE EXPIRES: 01/07/95

**HOMER RECORDING DISTRICT**

**THE FISHIN' HOLE NO. 2**

A REPLAT OF TRACT ONE, THE FISHIN' HOLE ACCORDING TO PLAT NO. 92-38, HRD LOCATED WITHIN THE SE1/4 S. 35, T6S, R13W, SEWARD MERIDIAN, ALASKA AND WITHIN THE CITY OF HOMER CONTAINING 11.667 ACRES

**HERNDON & THOMPSON, INC.**  
STEPHEN C. SMITH, PLS  
41745 BEAR CREEK DRIVE  
HOMER, ALASKA 99603  
907-233-8741

DRAWN BY: SCS COMP BY: SCS JOB #92-12  
DATE: 4/12/93 SCALE: 1" = 100' SHEET #1 OF 3



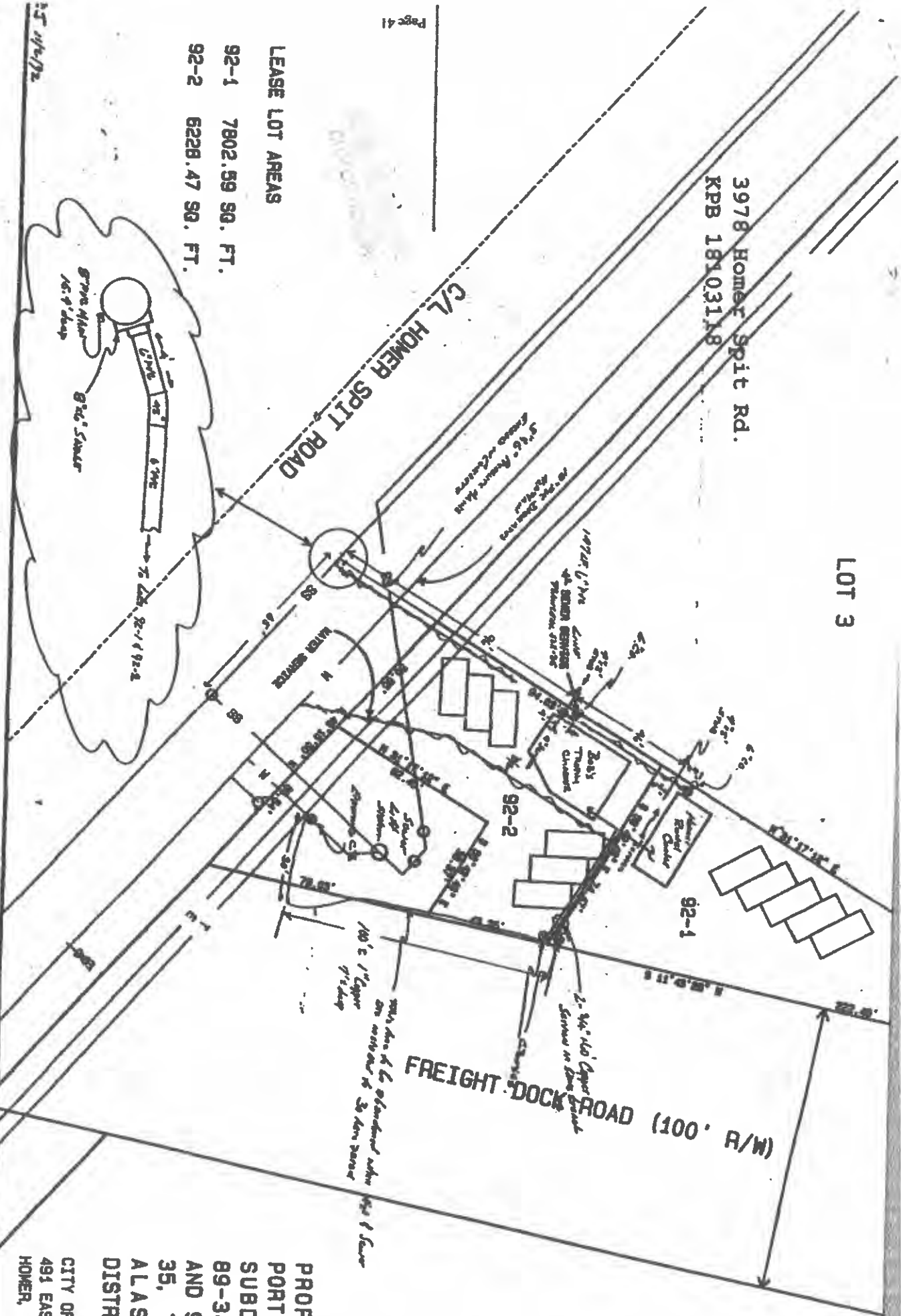
3978 HOMER SPIT RD.  
KPB 18103118

LOT 3

LEASE LOT AREAS

- 92-1 7802.59 SQ. FT.
- 92-2 6228.47 SQ. FT.

15 11/6/92



**CI**

PROPOSED  
PORTION OF  
SUBDIVISION  
89-34), IN  
AND 92-2,  
35, T. 6 N.,  
ALASKA,  
DISTRICT

CITY OF HOMER  
491 EAST PIONE  
HOMER, ALASKA





THE STATE of ALASKA

Department of Commerce, Community, and Economic Development
Division of Corporations, Business, and Professional Licensing
PO Box 110806, Juneau, AK 99811-0806
(907) 465-2550 • Email: corporations@alaska.gov
Website: corporations.alaska.gov

AK Entity #: 10196710
Date Filed: 05/25/2022
State of Alaska, DCCED

FOR DIVISION USE ONLY

Domestic Limited Liability Company
Initial Biennial Report

Entity Name: EAGLE EYE CHARTERS LLC
Entity Number: 10196710
Home Country: UNITED STATES
Home State/Prov.: ALASKA
Physical Address: 4225 RONDA ST., APT #4, HOMER, AK 99603
Mailing Address: PO BOX 2592, HOMER, AK 99603

Registered Agent information cannot be changed on this form. Per Alaska Statutes, to update or change the Registered Agent information this entity must submit the Statement of Change form for this entity type along with its filing fee.

Name: Cory DeCook
Physical Address: 4225 RONDA ST., APT #4, HOMER, AK 99603
Mailing Address: PO BOX 2592, HOMER, AK 99603

Officials: The following is a complete list of officials who will be on record as a result of this filing.

- Provide all officials and required information. Use only the titles provided.
Mandatory Members: this entity must have at least one (1) Member. A Member must own a %. In addition, this entity must provide all Members who own 5% or more of the entity. A Member may be an individual or another entity.
Manager: If the entity is manager managed (per its articles or amendment) then there must be at least (1) Manager provided. A Manager may be a Member if the Manager also owns a % of the entity.

Table with 4 columns: Full Legal Name, Complete Mailing Address, % Owned, Member. Row 1: CORY DECOOK, PO Box 2592, Homer, AK 99603, 100, X

If necessary, attach a list of additional officers on a separate 8.5 X 11 sheet of paper.

NAICS Code: 487210 - SCENIC AND SIGHT-SEEING TRANSPORTATION, WATER

New NAICS Code (optional): [Empty box]

This form is for use by the named entity only. Only persons who are authorized by the above Official(s) of the named entity may make changes to it. If you proceed to make changes to this form or any information on it, you will be certifying under penalty of perjury that you are authorized to make those changes, and that everything on the form is true and correct. In addition, persons who file documents with the commissioner that are known to the person to be false in material respects are guilty of a class A misdemeanor. Continuation means you have read this and understand it.

Name: Noah Mery

State of Alaska  
Department of Commerce, Community, and Economic Development  
Corporations, Business, and Professional Licensing

## Certificate of Organization

The undersigned, as Commissioner of Commerce, Community, and Economic Development of the State of Alaska, hereby certifies that a duly signed and verified filing pursuant to the provisions of Alaska Statutes has been received in this office and has been found to conform to law.

ACCORDINGLY, the undersigned, as Commissioner of Commerce, Community, and Economic Development, and by virtue of the authority vested in me by law, hereby issues this certificate to

**EAGLE EYE CHARTERS LLC**



IN TESTIMONY WHEREOF, I execute the certificate and affix the Great Seal of the State of Alaska effective **May 25, 2022**.

A handwritten signature in black ink, appearing to read "Julie Sande".

Julie Sande  
Commissioner

**Alaska Department of Commerce, Community, and Economic Development**

Division of Corporations, Business, and Professional Licensing

PO Box 110806, Juneau, AK 99811-0806

This is to certify that

**EAGLE EYE CHARTERS LLC DBA BOB'S TROPHY CHARTERS**

PO Box 2592, Homer, AK 99603

owned by

EAGLE EYE CHARTERS LLC

is licensed by the department to conduct business for the period

May 25, 2022 to December 31, 2023  
for the following line(s) of business:

48 - Transportation and Warehousing



This license shall not be taken as permission to do business in the state without having complied with the other requirements of the laws of the State or of the United States.

This license must be posted in a conspicuous place at the business location.  
It is not transferable or assignable.

Julie Sande  
Commissioner

## **ASSIGNMENT AND 1<sup>st</sup> AMENDMENT TO LEASE AGREEMENT**

This Assignment and First Amendment to Lease Agreement (“Assignment”) is made and entered into as of December 1, 2022 (“Effective Date”) by and among the City of Homer, an Alaska municipal corporation (“Landlord”) whose address is 491 East Pioneer Avenue, Homer, Alaska 99603, and Kachemak Corporation, dba Bob’s Trophy Charters, an Alaska Business Corporation (“Tenant”) whose address is 24075 Lofton Avenue N, Chisago City, MS 55013, and Eagle Eye Charters LLC, dba Bob’s Trophy Charters, an Alaska Limited Liability Company (“Assignee”) whose address is P.O. Box 2592 Homer, Alaska 99603, and assigns and amends the Lease recorded on December 30, 2016, Number 2016-003955-0, Homer Recording District 309, Alaska.

### **RECITALS**

WHEREAS, Tenant and Landlord are parties to that certain Ground Lease and Security Agreement (“Lease”) dated January 1, 2017 (a copy of which is attached hereto as Exhibit A) for the property designated as Tract 1-B The Fishing Hole Subdivision No. 2, for a term of twenty (20) years which expires December 31, 2036 with two (2) additional five (5) year renewal terms.

WHEREAS, Under Section 8.01 of the Lease Tenant shall not assign or sublease its interest in this Lease or in the Property without first obtaining the written consent of City Council, which will not be withheld unreasonably, and in accordance with Section 18.08.160(b) of the Code of Ordinances of the City of Homer, Alaska (“Homer City Code”), Tenant submitted to Landlord a written Request for Assignment on June 13, 2022.

WHEREAS, Landlord has reviewed the request and determined Tenant is in good standing and eligible to assign the lease, and Assignee’s application (attached hereto as Exhibit C) and determined the Assignee can fulfill the terms of the Lease and requirements under Homer City Code Chapter 18.08.

WHEREAS, Tenant and Assignee have an agreed-upon closing date of December 1, 2022, known as the Effective Date, for the sale of Bob’s Trophy Charters, at which time the Assignee must provide Landlord sufficient documentation verifying the transfer of business assets and Certificate of Insurance to satisfy the requirements of Homer City Code Chapter 18.08 and the City Lease Application.

NOW, THEREFORE in consideration of the mutual consent of all listed parties and the receipt and legal sufficiency of which is hereby acknowledged, the parties agree as follows:

### **AGREEMENT**

1. Assignment/Assumption. Effective as the Effective Date, Tenant hereby assigns and transfers to Assignee all of Tenant’s (a) right, title and interest, claim and demand in the Lease including, but not limited to, all renewal rights thereunder, and (b) rights to all improvements, tenements, hereditaments, and appurtenances belonging or appertaining to the Property. Assignee hereby accepts such Assignment, expressly assumes Tenant’s interest in the Lease and agrees to perform all the obligations

imposed on the Tenant under the Lease (as amended by this Agreement) as a direct obligation to Landlord.

2. Landlord's Consent. Landlord provides its written consent dated November 14, 2022 (a copy of which is attached hereto as Exhibit B), to the Assignment as set forth in Section 1 above.

3. Amendment to Lease.

3.1 ARTICLE 6 USE AND IMPROVEMENT OF PROPERTY, Section 6.01 Use of Property, shall be amended to read as follows:

Tenant's undertaking to use and improve the Property as described in Tenant's proposal to Landlord is a material inducement to Landlord leasing the Property to Tenant. Tenant shall improve and use the Property in the manner described in Tenant's Proposal in ~~Exhibit D~~ **Exhibit C of the First Amendment to this Ground Lease Agreement.** Tenant's proposed use of the Property is to ~~continue operating a fish charter business~~ **operate a booking office and seasonal overnight accommodations for their fishing charter business.** Tenant shall not use or improve the Property for any purpose other than as described in Tenant's proposal without Landlord's written consent, which consent Landlord may withhold in its sole discretion.

3.2 ARTICLE 6 USE AND IMPROVEMENT OF PROPERTY, Section 6.02 Required Improvements, shall be amended to read as follows:

Tenant shall, at Tenant's sole expense, construct and at all times during the Term and any Renewal Term keep and maintain as the minimum development on the Property the following improvements ("Required Improvements"):

- Exterior painting of the building by October 1, 2017
- Compliance with City of Homer's Sign Code, HCC 21.60 by October 1, 2017

The Required Improvements also are depicted in the site plan and floor plans in Exhibit E. Tenant shall commence construction of the Required Improvements within one year after the date of the commencement of the Term, prosecute the construction of the Required Improvements with diligence, and Complete construction within one additional year.

**Tenant shall, at Tenant's sole expense, keep and maintain compliance with Fire Marshal to utilize second floor for residential or hotel occupancy. Documentation of Fire Marshal's approval must be submitted to Landlord before any overnight accommodations are permitted under this Lease.**

3.3 ARTICLE 14 GENERAL PROVISIONS, Section 14.04 Addresses for Notices, shall be amended to read as follows:

All notices, demands, and requests from Tenant to Landlord shall be given to Landlord at the following addresses:

**Robert Dumouchel**, City Manager  
City of Homer  
491 East Pioneer Avenue

Homer, Alaska 99603  
Facsimile: (907) 235-3148  
Email: [citymanager@cityofhomer-ak.gov](mailto:citymanager@cityofhomer-ak.gov)

All notices, demands or requests from Landlord to Tenant shall be given to Tenant at the following address:

**Cory DeCook**  
**Eagle Eye Charters LLC, dba Bob's Trophy Charters**  
**P.O. Box 2592**  
**Homer, Alaska 99603**  
**Email: corydecook@yahoo.com**

Each party may, from time to time, designate a different address or different agent for service of process by notice given in conformity with Section 14.03.

4. No Further Verification. Except as set forth in this Agreement, all of the terms and provisions of the Lease shall continue to apply and shall remain unmodified and in full force and effect. Effective as of the date hereof, all references to the "Lease" shall refer to the Lease as amended by this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

LESSOR: CITY OF HOMER  
By: \_\_\_\_\_  
Robert Dumouchel, City Manager

TENANT: KACHEMAK CORPORATION, DBA BOB'S TROPHY CHARTERS  
By: \_\_\_\_\_  
Todd Strand, President and Shareholder

ASSIGNEE: EAGLE EYE CHARTERS LLC, DBA BOB'S TROPHY CHARTERS  
By: \_\_\_\_\_  
Cory DeCook, Owner

STATE OF ALASKA            )  
  ) SS.  
THIRD JUDICIAL DISTRICT )

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 20\_\_ by Robert Dumouchel, City Manager of the City of Homer, an Alaska municipal corporation, on behalf of the City of Homer.

\_\_\_\_\_  
Notary Public in and for Alaska  
My Commission Expires: \_\_\_\_\_

STATE OF ALASKA            )  
  ) SS.  
THIRD JUDICIAL DISTRICT    )

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 20 \_\_ by Todd Strand, President and Shareholder of Kachemak Corporation, dba Bob's Trophy Charters, an Alaska Business Corporation.

\_\_\_\_\_  
Notary Public in and for Alaska  
My Commission Expires: \_\_\_\_\_

STATE OF ALASKA            )  
  ) SS.  
THIRD JUDICIAL DISTRICT    )

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 20 \_\_ by Cory DeCook, Owner of Eagle Eye Charters LLC, dba Bob's Trophy Charters, an Alaska Limited Liability Company.

\_\_\_\_\_  
Notary Public in and for Alaska  
My Commission Expires: \_\_\_\_\_

After recording return to:  
Melissa Jacobsen, MMC, City Clerk  
City of Homer  
491 E. Pioneer Avenue  
Homer, AK 99603

10.B. Meeting Schedule for 2023  
Agenda Item Report PHC 22-002

Vice Chair Siekaniec introduced the agenda item by reading the title and deferred to Deputy City Clerk Tussey to give report.

Ms. Tussey spoke to the commission's proposed 2023 regular meeting schedule in the draft resolution. She noted that sometimes throughout the year the commission talks about scheduling concerns so this is their opportunity to change their regular meeting schedule, while still being able to schedule special meetings as needed later down the line.

Commissioner Zeiset commented on how in the past there was no November meeting because of Fish expo, but that may not be a necessity anymore with this particular commission and there's enough going on to justify having a November meeting. He noted that July seems to be the month many commissioners are absent.

Commissioner Pitzman rejoined the meeting at 6:30 p.m.

Ms. Tussey shared available dates in November 2023 if the commission opted to hold a regular meeting on a different day other than the fourth Wednesday, given its proximity to Thanksgiving Day.

Discussion ensued on amending the regular meeting schedule to cancel, keep, or reschedule the meetings in July, November, and December.

ZEISET/FRIEND MOVED TO CHANGE THE MEETING SCHEDULE TO ADD A REGULAR MEETING IN NOVEMBER FOR THE 2<sup>ND</sup> WEDNESDAY, NOVEMBER 8<sup>TH</sup>.

There was discussion on the current motion and deciding to leave the July meeting.

VOTE: NON-OBJECTION: UNANIMOUS CONSENT.

Motion carried.

SHAVELSON/ZEISET MOVED TO APPROVE THE 2023 SCHEDULE AS AMENDED AND RECOMMEND TO COUNCIL FOR APPROVAL.

There was no further discussion.

VOTE: NON-OBJECTION: UNANIMOUS CONSENT.

Motion carried.

10.C. Assignment of Lease Request for Bob's Trophy Charters  
Agenda Item Report PHC 22-004

Vice Chair Siekaniec introduced the agenda item by reading the title and deferred to Deputy City Clerk Tussey to give report.

Ms. Tussey explained how this is the first lease review using the new process after the transition of lease management duties from the Port to City Hall. What hasn't changed is the PHC still reviews applications per Homer City Code. Under Chapter 18.08 the City Manager submits any recommendation for approval of a proposal for property located on the Homer Spit to the PHC for review and comment prior to



recommending a proposal to Council. The commission also provides recommendations on improvements that weren't included in a lease agreement or approved by Council, and on Assignments of Lease. Ms. Tussey pointed out that the PHC is acting in an advisory capacity to the City Manager and Council on the development of the City port and harbor facilities per Chapter 2.64.040, clarifying that when evaluating lease proposals it's the commission's duty to focus on the following key things: the applicant's proposed use of the land, their development plan if there is one, and if these items are consistent with the Commission's goals for the planning and use of harbor facilities. It is the responsibility of the City Manager and the designated staff to evaluate the lease application for completeness or an applicant's financial capability.

Ms. Tussey summarized her review of the lease application and proposal in the packet, what staff's recommendation is to the commission, and noted the applicant Mr. Cory DeCook was in attendance in case the commission had questions for him.

ZEISET/SHAVELSON MOVED TO SUPPORT AN ASSIGNMENT OF LEASE FROM KACHEMAK CORPORATION TO EAGLE EYE CHARTERS DBA BOB'S TROPHY CHARTERS, AND RECOMMEND FOR CITY COUNCIL APPROVAL.

SHAVELSON/ZEISET MOVED TO SUSPEND THE RULES TO ALLOW THE APPLICANT CORY DECOOK TO PARTICIPATE IN THE DISCUSSIONS.

There was no discussion.

VOTE: NON-OBJECTION: UNANIMOUS CONSENT.

Motion carried.

Commissioner Shavelson commented that he does not have issues with Mr. DeCook's application or proposal itself, his issue is with how the City looks and evaluates long term leases. He inquired with the applicant Mr. DeCook if the overnight accommodations is a different use than historically has been on that site. Mr. DeCook responded that it's not different; it has always been the two upstairs rooms for seasonal rentals, at least for the duration of his employment there.

Commissioner Shavelson spoke to the City's evaluation criteria and how the applicant has no proposed improvements to the property. Because the lease would go through 2046, his concern is the City engaging in such a long term lease without any criteria that allows us to move with the times in case there is radical change to the use of that property; we could find ourselves stuck. Commissioner Zeiset countered that from a business owner's perspective, the bank doesn't want to see a 5-year lease. The City needs to be careful they don't limit it too much.

Ms. Tussey noted that Commissioner Shavelson brings up a valid point and is exactly one of the commission's responsibilities: to review the use of a property and see if it matches their future goals for the harbor facilities. She explained how the Land Allocation Plan will be coming before the commission at one of their next meetings and they can use that opportunity to discuss future/current uses of the land, whether they would limit leases to shorter terms in select areas, and using that document to help make decisions when it comes to approving/not approving lease application.

There was further discussion on potential issues with businesses not wanting to invest in a business or developing City property if the City were to have the unilateral right to cease a long-term lease if a

“higher” priority for the lot comes up; a good conversation for the Land Allocation Plan or a Spit Development Plan.

In response to performance standard concerns, commissioners and City staff discussed the following:

- There are contingencies built into the City’s base lease and in City Code that allow the City and/or lessee to not extend a lease if it’s in the City’s best interest to do so. Examples include not approving an option-to-renew or not approving a new lease.
- The base lease and City Code includes standard requirements that a lessee must comply with local and state laws regarding the operation of their business and use of the property, and maintain their improvements/property. If you have a dilapidated building then technically you would be in default of your lease.
- There are performance standards; to say there isn’t is not accurate. The main concern would be staff time and resources to enforce those regulations already in place.
- The lease should include detailed requirements that you are going to operate the business as promised at the beginning. Ms. Tussey noted that the approved use is included in the lease exhibits, the resolution that approves the lease, and operating outside of that constitutes default; lease violations should then be reported to the City Manager as the City’s property manager to address. Commissioner Shavelson believes that it’s not clear or detailed enough to hold a lessee more accountable; Ms. Tussey pointed out that would then be up to lease staff to ensure the purpose of the lease is detailed out at the signing of the lease.

VOTE: NON-OBJECTION: UNANIMOUS CONSENT.

Motion carried.

Student Representative Stonorov left the meeting at 6:58 p.m.

## 11. INFORMATIONAL MATERIALS

- 11.A. Capital Improvements Projects Update
- 11.B. Think Tank Discussion Areas from Chair Matthews
- 11.C. Port & Harbor Monthly Statistical Report
- 11.D. Water/Sewer Bills Report
- 11.E. Ice & Crane Report
- 11.F. Dock Activity Report
- 11.G. PHC 2022 Meeting Calendar

Port and Harbor Director Hawkins provided updates on Port Capital Improvement projects that are currently in progress. There was discussion on the status of awarding a contract to HDR and updates on parking improvements. Mr. Hawkins commented that harbor staff is still working on bringing the commission’s recommendations to City Council.

Mr. Hawkins recapped valuable information he learned from HEA at the Think Tank group that was called together for community-wide pre-planning efforts on harbor expansion. Discussion ensued on the harbor expansion.

# Highlights from the September 2022 Board of Directors Meeting

The Prince William Sound Regional Citizens' Advisory Council held a meeting on September 22 and 23, 2022. The following is a synopsis of actions and discussions that took place at that meeting. This report is not all inclusive.



## Updated: Council dispersant use position

The Board updated its 2006 position on the use of chemical dispersants in the waters of Prince William Sound and the Exxon Valdez oil spill affected region following review of the latest scientific research and dispersants application guidelines for the region. The evidence-based position still opposes the use of chemical dispersants in the region and adds additional rationale.

Prior to the Board meeting, Council staff worked with Nuka Research & Planning Group to develop a 4-part series of workshops for Board members to understand the science of how chemical dispersants work; how decision-makers evaluate whether to use dispersants; the tradeoffs of using, or not using, dispersants. Nuka facilitated the workshops, with technical expertise provided by Dr. Merv Fingas and Gary Shigenaka, and produced a report that contains the updated position and a summary of the process behind developing the update. The Scientific Advisory Committee contributed to the final review of the position.

The updated position and Nuka's report is on our website:

[https://www.pwsrcac.org/programs/environmental-monitoring/dispersants/position-on-dispersants/?utm\\_source=Dispersants+Release&utm\\_medium=News+release&utm\\_campaign=Dispersant+Use+Position&utm\\_id=Council+News&utm\\_content=Position+on+Disp+Use](https://www.pwsrcac.org/programs/environmental-monitoring/dispersants/position-on-dispersants/?utm_source=Dispersants+Release&utm_medium=News+release&utm_campaign=Dispersant+Use+Position&utm_id=Council+News&utm_content=Position+on+Disp+Use) .

The next phase of this project, expected to come before the Board in January 2023, will include a summary of resources and links to science that supports the position.

## Damage to storage tank venting system

Contractor Bill Mott of Taku Engineering joined staff member Austin Love to give a report on damage to the venting system on the crude oil storage tanks at the Valdez Marine Terminal. Snow loads during this past winter caused the damage, resulting in a release of hydrocarbon vapors and substantial safety risks. Klint VanWingerden from Alyeska joined Mott and Love, and the three discussed how Alyeska and state and federal regulators are investigating the incident, as well as how Alyeska plans to repair the vents and prevent a reoccurrence of such an event.

## Communications with Alyeska

Betsy Haines, the Interim President of Alyeska joined the Board on Friday to introduce herself. Haines recently came out of retirement to head the company while a new permanent replacement for former Interim President Danika Yeager is found.

## Conversation with legislators Stevens and Stutes

Senator Gary Stevens and Representative Louise Stutes joined the meeting to talk to the Board about how the legislature can help prevent spills and ensure Alaska remains prepared to respond if an oil spill

happens. Senator Stevens and Representative Stutes represent a large portion of Prince William Sound and the EVOS impacted region.

## Tank 8 floor & cathodic protection system design review

**Report accepted:** The Council accepted a report by Taku Engineering, who reviewed the design of a new floor and cathodic protection system that Alyeska plans to install on one of the oil storage tanks in 2023.

Taku found that the cathodic protection system (helps prevent corrosion) design is generally reasonable and aligns with standard industry practices. Taku did note a few potential improvements to the cathodic protection system and other tank components within the design that would further decrease the chance of an oil spill.

All findings and recommendations are available in the report on our website:

[https://www.pwsrcac.org/wp-content/uploads/filebase/programs/terminal\\_operations/500.431.220601.TakuT8DesignRvw.pdf?no\\_preview=1](https://www.pwsrcac.org/wp-content/uploads/filebase/programs/terminal_operations/500.431.220601.TakuT8DesignRvw.pdf?no_preview=1) (PDF 2.4 MB)

## Evaluation of Peer Listener Program

**Report accepted:** The Council accepted a report by Purpose Driven Consulting, who reviewed the Council's Peer Listener Program. The fields of peer-to-peer support and community resilience have evolved since the material was originally created in the mid-1990s after the Exxon Valdez oil spill. The contractor reviewed similar programs and compared them what the Council has developed, last updated in 2004. The resulting report provided recommendations for a potential future update to the Council's program.

Read the final report on our website: [https://www.pwsrcac.org/wp-content/uploads/filebase/resources/coping\\_with\\_technological\\_disasters/646.431.220802.PeerListenEval.pdf?no\\_preview=1](https://www.pwsrcac.org/wp-content/uploads/filebase/resources/coping_with_technological_disasters/646.431.220802.PeerListenEval.pdf?no_preview=1) (PDF 0.9 MB)

## Video created to share results from messenger line field trials

**Video accepted:** The Council accepted a video created by OnPoint Outreach on field trials of messenger line throwing devices identified as being best available technology for passing a messenger line from a vessel of opportunity to a disabled vessel. The devices tested were identified in a study previously sponsored by the Council in 2021. The video documents the results of the trials and will be shared with industry, regulators, and other maritime contacts. It is available on the Council's YouTube channel:

<https://www.youtube.com/watch?v=yWFrjB952IY>

## Survey of out-of-region oil spill response equipment

**Report accepted:** The Council accepted a report by Nuka Research & Planning Group and Nielson Koch & Grannis, who were contracted to analyze the amount and availability of oil spill response equipment that could be brought into Prince William Sound in case of a large oil spill. They found that boom and skimmers are readily available, however storage for recovered oil could be limited during a large spill.

Read the final report on our website: [https://www.pwsrcac.org/wp-content/uploads/filebase/programs/oil\\_spill\\_response\\_operations/705.431.220901.NukaPWSOORSurv.pdf?no\\_preview=1&utm\\_source=September2022Highlights&utm\\_medium=Email&utm\\_campaign=Accepted+Reports&utm\\_content=OOR+Survey](https://www.pwsrcac.org/wp-content/uploads/filebase/programs/oil_spill_response_operations/705.431.220901.NukaPWSOORSurv.pdf?no_preview=1&utm_source=September2022Highlights&utm_medium=Email&utm_campaign=Accepted+Reports&utm_content=OOR+Survey) (PDF 0.8 MB)



## Genetic analysis of zooplankton

**Report accepted:** The Council accepted a report by Dr. Katrina Lohan of the Smithsonian Environmental Research Center and Dr. Jon Geller of Moss Landing Marine Laboratory, who conducted a genetic analysis of zooplankton in Prince William Sound. Lohan and Geller sought to understand how zooplankton communities varied between locations and through time. This information will help improve the Council's monitoring program for marine invasive species.

Read the final report on our website: [https://www.pwsrcac.org/wp-content/uploads/filebase/programs/nis/952.431.220705.ZooplankVariation.pdf?no\\_preview=1&utm\\_source=September2022Highlights&utm\\_medium=Email&utm\\_campaign=Accepted+Reports&utm\\_content=ZooplanktonGenetics](https://www.pwsrcac.org/wp-content/uploads/filebase/programs/nis/952.431.220705.ZooplankVariation.pdf?no_preview=1&utm_source=September2022Highlights&utm_medium=Email&utm_campaign=Accepted+Reports&utm_content=ZooplanktonGenetics) (PDF 1.1 MB)

## Survey of marine birds in winter

**Report accepted:** The Council accepted a report by Anne Schaefer and Dr. Mary Anne Bishop of the Prince William Sound Science Center. Schaefer and Bishop completed the second of three Council-sponsored winter-time surveys of marine birds in and around the tanker escort zones of Prince William Sound. This work will help the Council understand local bird populations and habitats, the risks posed from an oil spill, and where special monitoring or protection is needed. Additionally, these surveys provide baseline monitoring information that can be used to understand the environmental impacts of terminal and tanker operations on marine bird species.

Read the report on our website: [https://www.pwsrcac.org/wp-content/uploads/filebase/programs/oil\\_spill\\_prevention\\_planning/900.431.220805.WinterBirdSurvy.pdf?no\\_preview=1&utm\\_source=September2022Highlights&utm\\_medium=Email&utm\\_campaign=Accepted+Reports&utm\\_content=WinterBirds2022](https://www.pwsrcac.org/wp-content/uploads/filebase/programs/oil_spill_prevention_planning/900.431.220805.WinterBirdSurvy.pdf?no_preview=1&utm_source=September2022Highlights&utm_medium=Email&utm_campaign=Accepted+Reports&utm_content=WinterBirds2022) (PDF 3.3 MB)

## Council business

- The Board accepted the financial audit and audit report for fiscal year 2022.
- The Board approved two new contracts for upcoming projects:
  - Miscommunication in Maritime Contexts
  - ADF&G Subsistence Harvest Surveys

## Project updates

Updates on all current projects: [https://www.pwsrcac.org/wp-content/uploads/filebase/board\\_meetings/2022-09-22\\_board\\_meeting/5-01-Program-and-Project-Status-Report.pdf?utm\\_source=September2022Highlights&utm\\_medium=Email&utm\\_campaign=Accepted+Reports&utm\\_content=All+Projects](https://www.pwsrcac.org/wp-content/uploads/filebase/board_meetings/2022-09-22_board_meeting/5-01-Program-and-Project-Status-Report.pdf?utm_source=September2022Highlights&utm_medium=Email&utm_campaign=Accepted+Reports&utm_content=All+Projects) (PDF 0.5 MB)

## Questions? More information? Contact us:

Any questions or requests for further information can be directed to:  
Amanda Johnson: [amanda.johnson@pwsrcac.org](mailto:amanda.johnson@pwsrcac.org) or Jennifer Fleming: [fleming@pwsrcac.org](mailto:fleming@pwsrcac.org)

Board meeting are routinely recorded. Excerpts of the audio and/or video of agenda items can be made available upon request.

**News Release – October 4, 2022**

Contact: Brooke Taylor  
brooke.taylor@pwsrcac.org  
907-301-3784

**Prince William Sound RCAC updates position on  
dispersant use during an oil spill**

*Prevention and mechanical recovery should remain primary options*

The Prince William Sound Regional Citizens' Advisory Council board of directors has updated the organization's position on use of chemical dispersants in the event of an oil spill in the Prince William Sound and the Exxon Valdez oil spill region. The updated position states that dispersants should not be used on Alaska North Slope crude oil spills in the waters of our region.

Chemical dispersants are substances applied to floating oil slicks that break the oil into smaller droplets that disperse into the water column.

The council has long endorsed mechanical recovery as the primary tool to clean up an oil spill. Unlike dispersant use, mechanical recovery with booms and skimmers removes oil from the water. Conditions in Prince William Sound often limit the feasibility of dispersant application and dispersants have not been demonstrated to be effective in marine environments with similar temperatures and salinity levels to those found in the Sound. Uncertainty exists over the toxicity caused by adding chemical dispersants to an oil slick and the long-term effects of dispersants application are not well understood. The known harms and potential risks caused by dispersants, in addition to a lack of proven effectiveness and safety, preclude the council from supporting dispersants.

Oil spill prevention remains the council's top priority because once oil is spilled there will always be adverse impacts to human health and the environment. In the event of an oil spill in our region, mechanical recovery and containment of oil spilled at sea should remain the primary response method. The council also recommends that oil spill response research and development should focus on enhancing and improving mechanical recovery technologies and methods.

The council's previous position on dispersant use was adopted in 2006, after years of promoting research and testing to increase knowledge about dispersants and the environmental consequences of their use. In the intervening years, the council has continued to track developments and analyze peer reviewed scientific literature from around the world regarding the use of dispersants. Discussion and work to develop this

update have occurred over the past year, with the final approval taking place at the directors' meeting in Seward, Alaska, on September 23, 2022.

The full, detailed position, as well as the reasoning behind it, can be found on the council's website, along with literature reviews and research database on dispersants. Further materials on the evidence and rationale supporting the position update are currently being finalized by the council for publication in early 2023.

- Full detailed position link: [https://www.pwsrcac.org/programs/environmental-monitoring/dispersants/position-on-dispersants/?utm\\_source=Dispersants+Release&utm\\_medium=News+release&utm\\_campaign=Dispersant+Use+Position&utm\\_id=Council+News&utm\\_content=Position+on+Disp+Use](https://www.pwsrcac.org/programs/environmental-monitoring/dispersants/position-on-dispersants/?utm_source=Dispersants+Release&utm_medium=News+release&utm_campaign=Dispersant+Use+Position&utm_id=Council+News&utm_content=Position+on+Disp+Use)
- Literature reviews and research database: [https://www.pwsrcac.org/programs/environmental-monitoring/dispersants/dispersant-literature-reviews/?utm\\_source=Dispersants+Release&utm\\_medium=News+release&utm\\_campaign=Dispersant+Use+Position&utm\\_id=Council+News&utm\\_content=Research+on+Dispersants](https://www.pwsrcac.org/programs/environmental-monitoring/dispersants/dispersant-literature-reviews/?utm_source=Dispersants+Release&utm_medium=News+release&utm_campaign=Dispersant+Use+Position&utm_id=Council+News&utm_content=Research+on+Dispersants)

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The Prince William Sound Regional Citizens' Advisory Council, with offices in Anchorage and Valdez, is an independent nonprofit corporation whose mission is to promote environmentally safe operation of the Valdez Marine Terminal and the oil tankers that use it. The council's work is guided by the Oil Pollution Act of 1990, and its contract with Alyeska Pipeline Service Company. The council's 18 member organizations are communities in the region affected by the 1989 Exxon Valdez oil spill, as well as aquaculture, commercial fishing, environmental, Alaska Native, recreation and tourism groups.

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1 **CITY OF HOMER**  
2 **HOMER, ALASKA**

Davis/Erickson

3  
4 **ORDINANCE 22-42(S-2)**

5  
6 AN ORDINANCE OF THE CITY OF HOMER ALASKA AMENDING  
7 HOMER CITY CODE SECTIONS 11.04.120, 22.10.050 AND 22.10.051  
8 TO SPECIFY WHEN NEW STREETS ARE REQUIRED TO PROVIDE  
9 FOR NON-MOTORIZED TRANSPORTATION.  
10

11 WHEREAS, The Homer Non-Motorized Trails and Transportation Plan states that “*All*  
12 *new road construction projects will include facilities designed for non-motorized transportation,*”  
13 *which “may include sidewalks, safe crossings, separated/shared pathways, wide outside lanes,*  
14 *paved shoulders and striped, signed bikeways,*” but with no criteria, enforcement mechanisms  
15 or timelines; and  
16

17 WHEREAS, The City of Homer has not been consistently requiring pedestrian access  
18 when new streets are being approved, in part because city code as currently formulated, does  
19 not clearly require sidewalks, but rather only easements for sidewalks, and even then only on  
20 certain streets specified in a long-outdated map; and  
21

22 WHEREAS, Numerous new roads have been built in town in the past several years that  
23 lack any type of non-motorized transportation facility; and  
24

25 WHEREAS, Any new standards adopted in the final draft of the Master Transportation  
26 Plan currently in process will not be applied retroactively to the projects already approved by  
27 the City of Homer; and  
28

29 WHEREAS, The City is in the process of updating the Master Transportation Plan and a  
30 Non-Motorized Transportation Plan, which will address these matters, but the City Council has  
31 determined immediate remedial action is in the City’s best interests and editorial adjustments  
32 can be made at a later date, if required.  
33

34 NOW, THEREFORE, THE CITY OF HOMER ORDAINS:  
35

36 Section 1. HCC 11.04.120 Sidewalks and non-motorized transportation corridors is  
37 hereby amended to read as follows:  
38

39 11.04.120 Sidewalks and non-motorized transportation corridors.  
40

41 ~~a. New streets to be accepted by the City and identified as public access corridors in the~~  
42 ~~adopted Homer Non-Motorized Transportation and Trail Plan shall have easements for~~



43 ~~sidewalks, bicycle paths or other non-motorized transportation facilities to ensure convenient~~  
44 ~~mobility and convenient access to parks, recreation areas, trails, playgrounds, schools and~~  
45 ~~places of public assembly.~~

46

47 **a. The purpose of this section is to enhance public safety, convenience and mobility by**  
48 **ensuring access by non-motorized traffic to places of public assembly to participate in**  
49 **recreational, cultural, civic, educational and essential business activities.**

50

51 ~~b. New streets to be accepted by the City and not identified as public access corridors in the~~  
52 ~~Non-Motorized Transportation and Trail Plan may, at the developer's option, have sidewalks,~~  
53 ~~bicycle paths or other non-motorized transportation facilities.~~

54

55 **b. A new street to be accepted by the City for maintenance shall be required to include**  
56 **dedicated facilities, within the property over which the street will traverse and at the**  
57 **developer's cost, for non-motorized transportation, such as a sidewalk, path or trail,**  
58 **unless specifically exempted, where any of the following conditions exist:**

59 **1. There is an existing non-motorized transportation facility on an adjacent**  
60 **property, ROW or easement that could be extended to, and along, the new street.**

61 **2. The new street connects to, or comes within 100 linear feet, of an existing**  
62 **destination, which provides recreational, cultural, civic, educational services or**  
63 **essential business services.**

64 **3. The Homer 1986 Master Streets & Roads Plan, the 2005 Homer Non-**  
65 **Motorized Trails and Transportation Plan (NMTTP), or the 2022 Trails Work Plan,**  
66 **shows a non-motorized route connected to, or along, the new street.**

67 **4. The new street lies within an Area of Interest, as shown in the 2022 Trails**  
68 **Work Plan or its successor documents.**

69 **6. The new street lies within the Central Business District, Urban Residential**  
70 **Zone or Residential Office District.**

71

72 ~~c. Sidewalks, bicycle paths and other non-motorized transportation facilities shall be designed~~  
73 ~~in accordance with the design criteria of the City of Homer Design Criteria Manual.~~

74

75 **c. Exceptions. Exceptions to the requirements of this Chapter may be approved by the**  
76 **City Manager or designee for good cause shown including, but not limited to, the**  
77 **following circumstances:**

78

79 **1. The topography or other pre-existing physical conditions do not allow a**  
80 **non-motorized transportation route to be constructed per the Homer Design Criteria**  
81 **Manual, if a sidewalk, or the Homer Trails Design Manual, if a path or trail.**

82 **2. A means of non-motorized transportation is not warranted because:**

83           **a. There is no route for non-motorized transportation that would**  
84           **connect to any recreational, cultural, civic, educational services or essential**  
85           **business services and**

86           **b. The existing and projected population density, for the property**  
87           **through which the new road will traverse is, pursuant to the most recent version**  
88           **of the Homer Comprehensive Plan, lower than the population densities projected**  
89           **for the zoning districts identified in Paragraph B(6).**

90           **3. No alternative non-motorized transportation route is possible.**

91  
92           **d. Drainage or Utility Easements. Non-motorized transportation routes may be installed**  
93           **in utility or drainage easements, so long as the Public Works Director determines that**  
94           **sufficient space, topography and other physical conditions allow for joint use.**

95  
96           **e. Developer's Option. In the event a developer is not required to provide non-motorized**  
97           **facilities but choses to do so anyway, the City will accept the non-motorized facilities for**  
98           **maintenance, when the new street is accepted, so long as the non-motorized facilities are**  
99           **designed and built in accordance with the City's design manuals.**

100  
101           **f. Betterments. In the event the City desires to provide a non-motorized facility to a**  
102           **design or construction standard that goes beyond what the developer is required to**  
103           **provide, the City will reimburse the developer for the actual, documented cost of the**  
104           **upgrade.**

105  
106           **g. Design/Construction Standards. Any non-motorized facility developed under this**  
107           **Chapter shall be designed in accordance with the Trail Level Design Parameters, set forth**  
108           **in the current version of the City of Homer Trail Manual – Design Criteria and constructed**  
109           **in accordance with the applicable provisions of the current version of the City of Homer**  
110           **Construction Standards.**

111  
112           **h. Liberal construction. The provisions of this chapter are remedial in nature and shall be**  
113           **construed liberally so as to promote its purpose.**

114  
115           **i. Appeal. Any person or persons who are affected by an action or determination taken**  
116           **under this chapter may appeal said action under the appeals procedure outlined in**  
117           **Chapter 21.93(e) and (f) denying an exception under HCC 22.10.055(e) and (f) shall be**  
118           **taken directly to the Superior Court for the State of Alaska, within 30 days from the date**  
119           **of such action.**

120

121           Section 2. Homer City Code Section 22.10.050 Improvement requirements is hereby  
122 amended as follows:

123  
124 **22.10.050     Improvement requirements – General.**

125           a. The Kenai Peninsula Borough shall not release any final plat for a subdivision in the  
126 City for filing at the State Recorder’s office until the subdivider or developer of the subdivision  
127 either enters a subdivision agreement for, or constructs and obtains written City approval of,  
128 the following improvements, according to the standards and procedures required under HCC  
129 Title 11:

- 130  
131           1. Streets in all rights-of-way dedicated by the plat;  
132           2. All other utilities and public improvements to be constructed in the rights-of-way and  
133 easements dedicated by the plat, including water, sewer, electric, communications,  
134 and gas lines, ~~as~~ **and** applicable **means for non-motorized transportation**; and  
135           3. Abandonment or relocation of existing water or sewer service lines required due to  
136 conflict with new or relocated property lines, as required by the Public Works  
137 Department.

138           b. The Commission may exempt a plat from the provisions of subsection (a) of this section as  
139 provided in HCC 22.10.040.

140  
141           c. The subdivider shall be required to dedicate street rights-of-way according to the standards  
142 and specifications of Chapter 11.04 HCC and the City of Homer Design Criteria Manual. **The**  
143 **subdivider shall be required to dedicate ROW or easements required to support non-**  
144 **motorized transportation facilities required by HCC 11.04.120.** Beyond a minimum of 60  
145 feet, the subdivider may agree to a note attached to said subdivision plat providing sufficient  
146 setback to allow future expansion of the right-of-way without removal of improvements.  
147 Horizontal alignments are subject to City review; the City may require realignment of streets  
148 on proposed plats if the alignments do not conform to Chapter 11.04 HCC and the Design  
149 Criteria Manual. Final plat approval shall thus be subject to the approval of horizontal  
150 alignments by the City Public Works Engineer.

151  
152           d. All street and utility main improvements to be constructed as part of a subdivision  
153 improvement **means for non-motorized transportation** project shall be constructed  
154 according to the procedures of Chapter 11.20 HCC. The City shall accept no such improvements  
155 unless a development agreement is executed prior to construction of such improvements.

156  
157           e. All streets constructed as part of a subdivision improvement project shall be monumented  
158 according to the procedures of Chapter 11.20 HCC (HCC 11.20.090(d)).

159  
160           Section 3. Homer City Code Section 22.10.051 Easements and rights-of-way is hereby  
161 amended as follows:

162

163            22.10.051      Easements and rights-of-way.

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a. The subdivider shall dedicate in each lot of a new subdivision a 15-foot-wide utility easement immediately adjacent to the entire length of the boundary between the lot and each existing or proposed street right-of-way.

b. The subdivider shall dedicate in each lot of a new subdivision any water and/or sewer easements that are needed for future water and sewer mains shown on the official Water/Sewer Master Plan approved by the Council.

c. The subdivider shall dedicate easements or rights-of-way for sidewalks, bicycle paths or other non-motorized transportation facilities ~~in areas identified as public access corridors in the Homer Non-Motorized Transportation and Trail Plan, other plans adopted by the City Council, or as required by the Kenai Peninsula Borough Code.~~ **The subdivider shall be required to dedicate ROW or easements required to support any non-motorized transportation facilities required by HCC 11.04.120**

d. The City Council may accept the dedication of easements or rights-of-way for non-motorized transportation facilities that are not required by subsection (c) of this section, if the City Council determines that accepting the dedication would be consistent with the adopted plans of the City.

Section 4. This ordinance is of a permanent and general character and shall be included in the City Code.

ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this \_\_\_\_ day of October, 2022.

CITY OF HOMER

\_\_\_\_\_  
KEN CASTNER, MAYOR

ATTEST:

\_\_\_\_\_  
MELISSA JACOBSEN, MMC, CITY CLERK

YES:

NO:

ABSTAIN:

205 ABSENT:  
206  
207 First Reading:  
208 Public Reading:  
209 Second Reading:  
210 Effective Date:  
211

**CITY OF HOMER  
HOMER, ALASKA**

Davis/Erickson

**ORDINANCE 22-42(S-3)**

AN ORDINANCE OF THE CITY OF HOMER ALASKA AMENDING  
HOMER CITY CODE SECTIONS 11.04.120, 22.10.050 AND 22.10.051  
TO SPECIFY WHEN NEW STREETS ARE REQUIRED TO PROVIDE  
FOR NON-MOTORIZED TRANSPORTATION.

WHEREAS, The Homer Non-Motorized Trails and Transportation Plan states that “*All new road construction projects will include facilities designed for non-motorized transportation,*” which “*may include sidewalks, safe crossings, separated/shared pathways, wide outside lanes, paved shoulders and striped, signed bikeways...*”; and

WHEREAS, The City of Homer has not been consistently requiring pedestrian access when new streets are being approved, in part because city code as currently formulated, does not clearly require sidewalks, but rather only easements for sidewalks, and even then only on certain streets specified in a long-outdated map; and

WHEREAS, Numerous new roads have been built in town in the past several years that lack any type of non-motorized transportation facility; and

WHEREAS, the City Council desires to implement its current policy declarations regarding standards for non-motorized transportation in new developments; and

WHEREAS, The City is in the process of updating the Master Transportation Plan and a Non-Motorized Transportation Plan, which will address standards regarding non-motorized transportation in new developments more comprehensively; and

WHEREAS, Any new standards will not be applied retroactively to the projects already approved by the City of Homer; and

NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

Section 1. HCC 11.04.120 Sidewalks and non-motorized transportation corridors is hereby amended to read as follows:

11.04.120 Sidewalks and non-motorized transportation corridors.

41 a. **Purpose.** The purpose of this section is to enhance public safety, convenience and mobility  
42 through the development of non-motorized transportation routes for access to places of  
43 public assembly, recreational, cultural, civic, educational and business activities.  
44

45 b. **Non-motorized routes required.** A new street to be accepted by the City for maintenance  
46 shall be required to include dedicated facilities, within the property over which the street will  
47 traverse and at the developer's cost, for non-motorized transportation, such as a sidewalk,  
48 path or trail, unless specifically exempted, where any of the following conditions exist:

49 1. There is an existing non-motorized transportation facility on an adjacent  
50 property, ROW or easement that could be extended to, and along, the new street.

51 2. The new street connects to, or comes within 100 linear feet, of an existing  
52 destination, which provides recreational, cultural, civic, educational services or  
53 business activities.

54 3. The Homer 1986 Master Streets & Roads Plan, the 2005 Homer Non-Motorized  
55 Trails and Transportation Plan (NMTTP), or the City of Homer Non-Motorized  
56 Transportation and Trails 2022 Implementation Plan (2022 TIP), shows a non-  
57 motorized route connected to, or along, the new street.

58 4. The new street lies within an Area of Interest, as shown in the 2022 TIP or its  
59 successor documents.

60 6. The new street lies within the Central Business District, Urban Residential Zone  
61 or Residential Office District.  
62

63 c. **Exceptions.** Exceptions to the requirements of this Chapter may be approved by the City  
64 Manager or designee for good cause shown including, but not limited to, the following  
65 circumstances:  
66

67 1. The topography or other pre-existing physical conditions do not allow a non-  
68 motorized transportation route to be constructed per the Homer Design Criteria Manual, if a  
69 sidewalk, or the Homer Trails Design Manual, if a path or trail.

70 2. A means of non-motorized transportation is not warranted because:

71 a. There is no route for non-motorized transportation that would connect  
72 to any recreational, cultural, civic, educational services or business activities.

73 b. The existing and projected population density, for the property through  
74 which the new street will traverse is, pursuant to the most recent version of the Homer  
75 Comprehensive Plan, lower than the population densities projected for the Central  
76 Business District, Urban Residential Zone or Residential Office District.

77 3. No alternative non-motorized transportation route is possible.  
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79 d. **Drainage or Utility Easements.** Non-motorized transportation routes may be installed in  
80 utility or drainage easements, so long as the Public Works Director determines that sufficient  
81 space, topography and other physical conditions allow for joint use.

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e. **Design/Construction Standards.** Any non-motorized facility developed under this Chapter shall be designed and constructed in accordance with the Trail Level Design Parameters, set forth in the current version of the City of Homer Trail Manual – Design Criteria and constructed in accordance with the applicable provisions of the current version of the City of Homer Construction Standards. The Trail Level shall be (i) appropriate for the site-specific application, considering the nature of the destinations that will be connected by the route, expected usage, topography, drainage, and maintenance, and (ii) subject to the City’s approval.

f. **Betterments.** In the event the City desires to provide a non-motorized facility to a design or construction standard that goes beyond what the developer is required to provide, the City will reimburse the developer for the actual, documented cost of the upgrade.

g. **Developer’s Option.** In the event a developer is not required to provide non-motorized facilities but chooses to do so anyway, the City will accept the non-motorized facilities for maintenance, when the new street is accepted, so long as the non-motorized facilities are designed and built in accordance with the City standards.

h. **Liberal construction.** The provisions of this chapter shall be construed liberally so as to promote its purpose.

**Section 2.** Homer City Code Section 22.10.050 Improvement requirements is hereby amended as follows:

**22.10.050 Improvement requirements – General.**

a. The Kenai Peninsula Borough shall not release any final plat for a subdivision in the City for filing at the State Recorder’s office until the subdivider or developer of the subdivision either enters a subdivision agreement for, or constructs and obtains written City approval of, the following improvements, according to the standards and procedures required under HCC Title 11:

1. Streets in all rights-of-way dedicated by the plat;
2. All other utilities and public improvements to be constructed in the rights-of-way and easements dedicated by the plat, including water, sewer, electric, communications, and gas lines, and applicable means for non-motorized transportation; and



119           3. Abandonment or relocation of existing water or sewer service lines required due to  
120           conflict with new or relocated property lines, as required by the Public Works  
121           Department.  
122

123           b. The Commission may exempt a plat from the provisions of subsection (a) of this section as  
124           provided in HCC 22.10.040.  
125

126           c. The subdivider shall be required to dedicate street rights-of-way according to the standards  
127           and specifications of Chapter 11.04 HCC and the City of Homer Design Criteria Manual. The  
128           subdivider shall be required to dedicate ROW or easements required to support non-motorized  
129           transportation facilities required by HCC 11.04.120. Beyond a minimum of 60 feet, the  
130           subdivider may agree to a note attached to said subdivision plat providing sufficient setback  
131           to allow future expansion of the right-of-way without removal of improvements. Horizontal  
132           alignments are subject to City review; the City may require realignment of streets on proposed  
133           plats if the alignments do not conform to Chapter 11.04 HCC and the Design Criteria Manual.  
134           Final plat approval shall thus be subject to the approval of horizontal alignments by the City  
135           Public Works Engineer.  
136

137           d. All street, utility main improvements and means for non-motorized transportation to be  
138           constructed as part of a subdivision agreement shall be constructed according to the  
139           procedures of Chapter 11.20 HCC. The City shall accept no such improvements unless a  
140           subdivision agreement is executed prior to construction of such improvements.  
141

142           e. All streets constructed as part of a subdivision improvement project shall be monumented  
143           according to the procedures of Chapter 11.20 HCC (HCC 11.20.090(d)).  
144

145           **Section 3.** Homer City Code Section 22.10.051 Easements and rights-of-way is hereby  
146           amended as follows:

147                       22.10.051       Easements and rights-of-way.  
148                       Easements and rights-of-way.  
149

150           a. The subdivider shall dedicate in each lot of a new subdivision a 15-foot-wide utility easement  
151           immediately adjacent to the entire length of the boundary between the lot and each existing  
152           or proposed street right-of-way.  
153

154           b. The subdivider shall dedicate in each lot of a new subdivision any water and/or sewer  
155           easements that are needed for future water and sewer mains shown on the official  
156           Water/Sewer Master Plan approved by the Council.  
157

158           c. The subdivider shall dedicate easements or rights-of-way for sidewalks, bicycle paths or  
159           other non-motorized transportation facilities required by HCC 11.04.120.  
160

161 d. The City Council may accept the dedication of easements or rights-of-way for non-motorized  
162 transportation facilities that are not required by subsection (c) of this section, if the City  
163 Council determines that accepting the dedication would be consistent with the adopted plans  
164 of the City.

165  
166 Section 4. This ordinance is of a permanent and general character and shall be included  
167 in the City Code.

168  
169 ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this \_\_\_\_ day of October, 2022.

170  
171 CITY OF HOMER

172  
173  
174  
175 \_\_\_\_\_  
176 KEN CASTNER, MAYOR

177 ATTEST:  
178  
179  
180 \_\_\_\_\_  
181 MELISSA JACOBSEN, MMC, CITY CLERK

182  
183 YES:  
184 NO:  
185 ABSTAIN:  
186 ABSENT:  
187  
188 First Reading:  
189 Public Reading:  
190 Second Reading:  
191 Effective Date:

192  
193



# City of Homer

[www.cityofhomer-ak.gov](http://www.cityofhomer-ak.gov)

## Planning

491 East Pioneer Avenue  
Homer, Alaska 99603

[Planning@ci.homer.ak.us](mailto:Planning@ci.homer.ak.us)

(p) 907-235-3106

(f) 907-235-3118

## Memorandum 22-165

TO: MAYOR CASTNER AND HOMER CITY COUNCIL  
FROM: HOMER PLANNING COMMISSION  
THRU: ROB DUMOUCHEL, CITY MANAGER  
DATE: SEPTEMBER 26, 2022  
SUBJECT: RECOMMENDATIONS ON ORDINANCE 22-42

---

### Background:

City Council referred Ordinance 22-42 to the Planning Commission for input at their regular meeting of July 25, 2022.

Ordinance 22-42 came before the Commission at the regular meeting on August 17, 2022. Councilmembers Erickson and Davis attended the worksession and provided comment on the Ordinance prior to the regular meeting.

At the September 7, 2022 meeting date the Commission devoted an entire worksession to discuss the ordinance and the intent of Council and addressed the item at their regular meeting under Pending Business.

### Recommendations:

1. Vote Ordinance 22-42 down as written to allow:
  - a. The Planning Commission to expend the proper time to develop responsible and reasonable development standards to avoid possible future litigation and not dissuade desirable development; and
  - b. Update and refine the definitions regarding road descriptors; and
  - c. Provide the Commission further direction on the deliverables that City Council expects.
2. Currently the Master Transportation Plan is in development which will include updates to all adopted transportation related plans.
3. The Planning Department requires resources with expertise in Transportation Planning.
4. The Planning Commission is very supportive of implementing Non-Motorized Transportation.

### Attachment:

Excerpt of the September 7, 2022 Approved Meeting Minutes

PENDING BUSINESS

B. Staff Report 22-57, Review of Ordinance 22-42, Sidewalks

Chair Smith introduced the topic and deferred to City Planner Abboud.

City Planner Abboud provided a summary of Staff Report 22-57 for the Commission. He noted the points from the worksession; reviewed the discussion and recommendation from the Parks, Art, Recreation & Culture Advisory Commission; and that a future worksession will be had with Julie Engebretsen and Brad Parsons who will be making a presentation to the Commission in relationship with the current transportation planning when fully developed.

Chair Smith reiterated the recommendations of the City Planner and then noted the ordinance in the packet with proposed amendments.

City Planner Abboud facilitated discussion and responded to questions and comments on the following:

- Commission putting forth an ordinance that applies to the general requirements that developers must construct sidewalks/non-motorized transportation when proposing a development.
  - o Using generic terms within the ordinance since there is an unknown on where the development will be constructed, how large it will be, etc. This action may appease the citizenry that Council has taken steps to address their concerns.
  - o City Attorney input would be required
- The City has or maintains the road once they are constructed to the required standards. If a road exists does the City has the authority to require pedestrian amenities in current developments such as Quiet Creek or Lillian Walli.
  - o If it is platted with the dedication it does come under the authority of the City
- Commission express that their concerns are shared and would like to receive more direction or setting the stage to move forward.
- Concern expressed if the Commission issued some vague regulations or requirements that may lead to litigation. It would not be difficult to bring in experts to provide minimum standards required to develop those criteria for roads and developments to have pedestrian friendly travel options.
- The Commission will gain more information when they hear the presentation from Mr. Parsons.
- Commission should submit a memo to Council requesting an additional six weeks to submit their recommendations, stating the Commission is working on this.
- The list of documents shown in the packet on page 72 are dated – Design Criteria Manual April 1985 Revised February 1987; Master Roads & Streets Plan 1986; and The Non-Motorized Transportation & Trail Plan 2004
- The Ordinance 22-42 was submitted by Council those amendments are made by Councilmembers Davis and Erickson.
  - o This does not legally accomplish the intent of the Councilmembers as defined in Staff Reports 22-22-57, 22-54 and Memorandum dated August 8, 2022 re: Trails & Sidewalks in Code and Plans

City Planner Abboud reiterated the Council request to the Commission is to review this.

Deputy City Clerk Krause responded that Ordinance 22-42 is scheduled for Public Hearing and Second Reading and the Council referred it to the Planning Commission and Parks Commission for their recommendations. Council can adopt the Commission recommendations and postpone action, vote down or vote to approve this ordinance at their September 26<sup>th</sup> meeting. It is the decision of the Council.

City Planner Abboud stated that the recommendations need to come from the Commission and the Clerk is very competent and will draft the memorandum to Council from the list given. She is very good at that.

Discussion ensued on the content of the recommendations to Council by the Commission. Further discussion included points of why the Commission is requesting Council delay action on this subject due to the actions being taken by various personnel and recommending a moratorium on new developments like the moratorium on new medical office development when they were working on the creation of a medical district.

City Planner Abboud stated that he could not support a moratorium on development as there is no definitive time frame.

Commissioner Highland advocated for the Commission to include some time frame for action and regulations to be in place as Councilmembers Erickson and Davis requested.

City Planner Abboud facilitated further discussion on:

- Existing requirements for including easements in developments
- Requirements outlined in the Comprehensive Plan provide the Commission or City the authority for the requirement to have sidewalks
- The existing road standards, who then pays for the sidewalk to be installed
- Where would a future development be constructed within central location, the one possible location would only have a small cul de sac
  - o This leaves development in the outlying areas of the city
- Could a utility easement be used for pedestrian paths or sidewalks
  - o In theory a sidewalk could be built in a utility easement
  - o No requirements for a pedestrian access to be concrete or asphalt
  - o This would provide a dedication but City Code would require amendments

Deputy City Clerk Krause responded to Chair Smith that the minutes of the meeting are a permanent record and can be included or attached to the memorandum so Council is fully aware of the Commission's concern. The memorandum is submitted to Council in response to their referral of Ordinance 22-42 and it will then be their decision to take action or not on the Commission's recommendation.

City Planner Abboud noted that the information in his Staff Reports are available, he then stated that the funding would probably come to Planning, but currently they are working on the Public input portion.

Deputy City Clerk Krause noted that she did not get some of what would be consider valid points down, such as possible litigation, which can be included as well when the recording is listened to later.

HIGHLAND/BARNWELL MOVED THE PLANNING COMMISSION, SUBMITS A MEMORANDUM TO CITY COUNCIL REGARDING ORDINANCE 22-42 WITH THE FOLLOWING CONTENT AS READ BY DEPUTY CITY CLERK KRAUSE:

AFTER TWO MEETINGS AND TWO WORKSESSIONS OF ROBUST DISCUSSION REGARDING ORDINANCE 22-42 THE PLANNING COMMISSION RECOMMENDS TO CITY COUNCIL THE FOLLOWING ACTION:

1. VOTE ORDINANCE 22-42 DOWN AS WRITTEN TO ALLOW:
  - a. THE PLANNING COMMISSION TO BE ABLE TO EXPEND THE PROPER TIME TO DEVELOP RESPONSIBLE AND REASONABLE DEVELOPMENT STANDARDS TO AVOID FUTURE LITIGATION AND NOT DISUADE DESIRABLE DEVELOPMENT; AND

- b. CURRENTLY THE HOMER NON-MOTORIZED TRANSPORTATION & TRAILS PLAN IS IN THE BEGINNING PROCESS OF BEING UPDATED; AND
- c. DEFINITIONS REQUIRE REFINEMENT REGARDING ROAD DESCRIPTORS; AND
- d. THE PLANNING DEPARTMENT REQUIRES RESOURCES WITH EXPERTISE IN TRANSPORTATION; AND
- e. THE PLANNING COMMISSION IS REQUESTING FURTHER DIRECTION ON THE DELIVERABLES THAT CITY COUNCIL DESIRES; AND
- f. THE PLANNING COMMISSION IS VERY SUPPORTIVE OF IMPLEMENTING NON-MOTORIZED TRANSPORTATION.

BARNWELL/VENUTI MOVED TO AMEND THE MOTION TO CORRECT NON-MOTORIZED TRANSPORTATION & TRAILS PLAN TO TRANSPORTATION PLAN.

Chair Smith asked if there was any additional comments.

STARK/BARNWELL MOVED TO AMEND THE AMENDMENT TO INCLUDE AVOIDING FUTURE LITIGATION AND NOT DISSUADE DESIRABLE DEVELOPMENT AT THE END OF FIRST BULLET POINT.

There was a brief discussion on proposing another amendment.

VOTE. (Secondary Amendment) NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

Deputy City Clerk Krause restated the primary amendment as amended to the main motion at the request of Chair Smith:

“Moved to amend the motion to correct “Non-Motorized Trails and Transportation Plan” to “Transportation Plan” and amend the first line after “development standards” by adding, “to avoid future litigation and not dissuade desirable development.”

Commissioner Highland requested clarification on the Transportation Plan versus Homer Non-motorized Trails and Transportation Plan.

City Planner Abboud stated that all the documents will be wrapped into one updated Transportation Plan and the consultant is working on all aspects that are elements of that plan.

There was a brief comment regarding the funding part is the scope of what they are working on includes sidewalks and specifying parameters and requirements are for the new developments.

VOTE. (Primary Amendment). NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

Chair Smith inquired if there was further discussion on the main motion as amended, noting the secondary and primary amendments to the motion that were just passed.

VOTE. (Main as amended) NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.



# City of Homer

[www.cityofhomer-ak.gov](http://www.cityofhomer-ak.gov)

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## Memorandum 22-166

TO: MAYOR CASTNER AND HOMER CITY COUNCIL  
FROM: PARKS ART RECREATION AND CULTURE ADVISORY COMMISSION  
THRU: ROB DUMOUCHEL, CITY MANAGER  
DATE: SEPTEMBER 26, 2022  
SUBJECT: RECOMMENDATIONS ON ORDINANCE 22-42

---

### Background:

City Council referred Ordinance 22-42 to the Parks, Art, Recreation & Culture (PARC) Advisory Commission for input at their regular meeting of July 25, 2022.

Ordinance 22-42 came before the PARC Advisory Commission at their regular meeting on August 18, 2022. City Planner Abboud presented his informed analysis on Ordinance 22-42 and how it applied to current standards and regulations. The Commission held a lengthy and robust discussion on the subject and made the following recommendation:

PARC Advisory Commission requests that the City Council extend the time the Commission has to provide recommendation(s) until after the Trails Symposium scheduled for October 1, 2022 so the Commission has more information available to provide quality recommendations.

The excerpt of the approved meeting minutes have been included for review.

August 18, 2022  
Regular Meeting Minutes

**NEW BUSINESS**

D. Memorandum from City Planner re: Ordinance 22-42, Sidewalks

Chari Lewis introduced the item and thanking City Planner Abboud for his patience, invited him to speak to the Commission.

City Planner Abboud commented on the memorandum in the packet and his review of Ordinance 22-42. He noted the following points for consideration:

- There is only one parcel that this may apply
- Transportation Plan Update
- Requires additional work
- Brad Parsons will be attending the next worksession regarding Non-motorized Transportation options
- removing conflicts in city code
- Criteria needed for requiring sidewalks and where they are required
- Does not apply to existing agreements

City Planner Abboud facilitated comments and questions from the Commission regarding:

- Review is written through a vehicular viewpoint when transportation covers all forms of transportation and should include animal as well as pedestrian, cyclists, etc.
- Not all roads need sidewalks as currently all main through streets have sidewalks which may not be the safest place to through pedestrians
- No access from a cul-de-sac to these non-motorized corridors, navigable green spaces

Commissioner Harrald noted the time and if they were to continue, the Commission would need to extend the meeting time.

Chair Lewis requested a motion and second.

HARRALD/LOWNEY MOVED TO EXTEND THE MEETING TIME BY TWENTY MINUTES.

There was no discussion.

VOTE. NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

City Planner Abboud continued his facilitation of the discussion and responding to Commission questions on the following points:

- Walkability
- Prioritization
- Limitation on City actions outside city limits and that is where it needs to be addressed
- Existing subdivisions development



- Addressing the density in Rural Residential zoning and rezone issues in Urban Residential zoning
- Results of the kickoff meeting with the transportation planner
  - o Public input on the level of service such as walkability
  - o Ability to make changes in the update
  - o Borough is constrained on the regulations and policies established by the City
- Pedestrian Access does not need to focus solely on sidewalks
- Previous developers stated that they will include green space and walkability but then no access or green space was provided
  - o No enforcement or lack of enforcement
  - o Incentives to developers including these features
- Review of remaining land that could be subdivided or include access and green space for walkability

Chair Lewis requested a motion and second.

Commissioners express some uncertainty on what recommendations they were expected to provide or action that they were to take on the ordinance.

City Planner Abboud provided clarification in response to numerous questions from the Commission on what action is being requested from the Commission.

Public Works Director Keiser stated that it is clear by the ordinance and amendments offered by City Council, they are well meaning, but would not be effective and possibly unenforceable. They are also slightly premature since the City is just starting review and update of the transportation planning which will address many of these issues. She suggested the Commission consider a recommendation to Council that the Commission fully supports the idea behind the ordinance but it is not timely. Additional work, research and drafting is required before the Commission can make sensible recommendation.

City Planner Abboud concurred with Public Works Director Keiser's suggestion.

HARRALD/LOWNEY MOVED THAT THE COMMISSION FULLY SUPPORTS THE IDEA BEHIND THE ORDINANCE BUT IT IS NOT TIMELY AS ADDITIONAL WORK AND RESEARCH IS REQUIRED BEFORE THE COMMISSION CAN MAKE A SENSIBLE RECOMMENDATION TO COUNCIL.

Discussion ensued on including stronger language to include a time period or date as requested by Councilmember Erickson and clarification when the ordinance was scheduled to be before the Council with the Commission's recommendations.

HARRALD MOVED TO AMEND THE MOTION TO POSTPONE THIS ITEM TO THE NEXT MEETING UNTIL MORE INFORMATION CAN BE PROVIDED.

Amendment died for lack of a second.

LOWNEY MOVED TO AMEND THE MOTION TO AFTER THE TRAILS SYMPOSIUM ON OCTOBER 1<sup>ST</sup>.

Amendment died for lack of a second.

Commissioner Harrald stated that she could pull her motion that is on the floor.

Chair Lewis requested clarification on the motions on the floor if any.

Deputy City Clerk Krause stated that no second was offered on the two proposed amendments. The main motion is on the floor but Commissioner Harrald has offered to pull her motion. It could be voted down since it was seconded.

City Planner Abboud reported that this ordinance was going before the Planning Commission at their September 7<sup>th</sup> meeting and Brad Parsons has been invited to the worksession to speak to the Commission on transportation planning and that at this time he did not have a definitive recommendation for Council.

ARCHIBALD/ MOVED TO AMEND THE MOTION TO FORWARD A RECOMMENDATION TO COUNCIL THAT THE COMMISSION HAS RESERVATIONS ON THE LANGUAGE IN ORDINANCE 22-42 AS IT ONLY ADDRESSES SIDEWALKS NOT WALKABILITY AND THE COMMISSION IS REQUESTING ADDITIONAL TIME IN LIGHT OF ALL THE PLANS BEING DEVELOPED.

Commissioner Archibald pulled his amendment from the floor for consideration upon hearing comments by Public Works Director Keiser and Commissioner Lowney on preference for waiting until after the Trails Symposium for any action on non-motorized transportation.

LOWNEY/ARCHIBALD MOVED TO AMEND THE MOTION TO REQUEST CITY COUNCIL EXTEND THE TIME TO ALLOW THE COMMISSION TO PROVIDE A RECOMMENDATION UNTIL AFTER THE SCHEDULED TRAILS SYMPOSIUM HAS BEEN CONDUCTED SO THE COMMISSION HAS MORE INFORMATION AVAILABLE TO PROVIDE QUALITY RECOMMENDATIONS.

There was a brief discussion on including a statement of support for more walkability. She did not want to provide the impression that the Commission did not want sidewalks.

There was a brief discussion on Council receiving a copy of the minutes and they will be aware of the Commissions opinions on sidewalks.

VOTE. (Amendment).NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

There was no further discussion.

VOTE.(Main Motion as Amended)) NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

City Planner Abboud provided input on how the PARC Commission should interact with the Planning Commission in response to Commissioner Archibald, stating that the Planning Commission will address in city code how to respond to this subject.

**ORDINANCE REFERENCE SHEET**  
**2022 ORDINANCE**  
**ORDINANCE 22-42**

An Ordinance of the City Council of Homer, Alaska Amending Homer City Code 11.04.120 to Clarify that all New Streets which Serve as Public Access Corridors shall have Sidewalks.

Sponsor: Davis/Erickson

1. City Council Regular Meeting July 25, 2022 Introduction  
  
Postponed to September 26, 2022 and referred to Planning Commission, Parks Art Recreation & Culture Advisory Commission and Public Works
2. City Council Regular Meeting September 26, 2022 Public Hearing and Second Reading  
  
Memorandum 22-165 from Planning Commission as backup  
Memorandum 22-166 from Parks Art Recreation & Culture Advisory Commission as Backup
3. City Council Regular Meeting October 10, 2022 Public Hearing and Second Reading  
  
Postponed to the next meeting due to technical issues causing non-publication of the Homer News Classifieds/Legal Notices in the October 6, 2022 edition of the paper.
4. City Council Regular Meeting October 24, 2022 Public Hearing and Second Reading  
  
Memorandum 22-165 from Planning Commission as backup  
Memorandum 22-166 from Parks Art Recreation & Culture Advisory Commission as Backup

1 **CITY OF HOMER**  
2 **HOMER, ALASKA**

3 City Manager/  
4 Port Director

5 **ORDINANCE 22-71**

6  
7 AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA,  
8 AMENDING THE FY23 CAPITAL BUDGET BY APPROPRIATING  
9 \$20,250 FROM THE PORT RESERVE FUND TO PUMP,  
10 DISPOSE/RECYCLE, AND REPLACE THE CITY ICE PLANT'S  
11 AMMONIA STORES AND AUTHORIZING THE CITY MANAGER TO  
12 EXECUTE THE APPROPRIATE DOCUMENTS FOR A SOLE SOURCE  
13 CONTRACT WITH MULTIFROST.

14  
15 WHEREAS, The City Ice Plant uses approximately 1000 gallons of anhydrous ammonia  
16 (NH3) refrigerant as the coolant for ice production and byproduct cold bait storage for the  
17 Homer fishing industry;

18  
19 WHEREAS, The solubility characteristics of ammonia in water allows an aqueous  
20 ammonia solution to be formed over time which replaces the anhydrous ammonia refrigerant  
21 causing penalties, inefficiencies, and increased stresses on the system; and

22  
23 WHEREAS, While the ice plant has received periodic small quantity deliveries of NH3 to  
24 replace standard user losses through the system, since the plant's inception 40+ years ago the  
25 plant's NH3 has never been fully removed, replaced, or exchanged for new ; and

26  
27 WHEREAS, This has caused a slow build up aqueous ammonia that has impaired the  
28 pressure-temperature relationship and adversely affected pump operation, piping pressure  
29 drop, and evaporator performance; and

30  
31 WHEREAS, The City ice plant's NH3 tank needs to be pumped, the ammonia solution  
32 safely disposed of, and a new anhydrous ammonia solution delivered; and

33  
34 WHEREAS, No liquid gas supplier in Alaska provides the pumping and disposal services  
35 needed for this project; and

36  
37 WHEREAS, Multifrost is the nearest company on the west coast that can provide these  
38 services and additionally provides hazardous material handling to recycle the waste products  
39 into useable crop fertilizer; a sole source contract is justified.

40  
41 NOW, THEREFORE, THE CITY OF HOMER ORDAINS:  
42





# City of Homer

[www.cityofhomer-ak.gov](http://www.cityofhomer-ak.gov)

Port and Harbor

4311 Freight Dock Road  
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(f) 907-235-3152

## Memorandum 22-180

TO: HOMER CITY COUNCIL AND MAYOR CASTNER  
THRU: ROB DUMOUCHEL, CITY MANAGER  
FROM: BRYAN HAWKINS, HARBORMASTER  
DATE: OCTOBER 11 2022  
SUBJECT: ICE PLANT- DEFERED MAINTENANCE AMMONIA (NH<sub>3</sub>) REPLACEMENT

---

Water contamination of ammonia refrigerant is common in many refrigerating systems. The solubility characteristics of ammonia in water allows an aqueous ammonia solution to be formed which replaces the anhydrous ammonia refrigerant. In many systems this change occurs over a period of time and the effects go unnoticed until the resulting penalties experienced in coping with these changing conditions become continuous and increasingly greater.

The effects of water contamination of ammonia refrigerant are many. The pressure-temperature relationship is impaired. Chemical changes occur to the compressor oil organic acids and sludge's are formed. Pump operation, piping pressure drop, and evaporator performance are adversely affected. Also the addition of ammonia breakdown due to heat and age cause a decrease in efficiency.

Since its inception, the City's ice plant has received "top offs" of liquid NH<sub>3</sub> approx. every two years to make up for use loss through the system, and this has mitigated some of those build-up performance inefficiencies, but for the past 40 years of operation the whole ammonia refrigerant store has never been fully removed, replaced, or exchanged for new. It's time. It's actually way past time.

### **Sole Source Justification**

Our local supplier of NH<sub>3</sub> cannot meet our needs in this case. The "top offs" of NH<sub>3</sub> have been supplied by the liquid gas supplier out of Kenai, Matheson Tri-Gas Inc, (approx. 150 gallons per delivery). These are delivered via truck, by roadway, on prescheduled routes per federal and state guidelines/requirements for hazardous substance transport. There is a 300 gallon maximum for this kind of transport. The Ice Plant's tank is 1000 gallons. Also, Matheson Tri-Gas Inc. is a supplier of liquid gases, but provides no service for the removal or disposal of those gases. They are a supplier ONLY.

For this one time exchange event, staff recommend a sole source contract with Multifrost out of Washington for the replacement of the Ice Plant's ammonia refrigerant for several reasons:

- Multifrost has the ability to transport bulk quantities of NH<sub>3</sub> via shipping vessel transport in the amounts needed.
- They also provide pump out and disposal services, services not available by any chemical supplier within AK.
- Additionally, their company uses the “disposed of” aqueous ammonia solution as fertilizer for crops. It becomes an inert useful byproduct and recycles nitrogen back into the soil.

## **Recommendation**

Adoption of Ordinance 22-71 amending the FY23 budget by appropriating \$20,250 from the port reserve fund for the pumping, disposal, and replacement of the city ice plant’s ammonia refrigerant stores and authorizing the City Manager to execute the appropriate documents for a sole source contract with Multifrost.

Attached :      Bid quote from Multifrost  
                    Lynden Northbound Shipping Quote  
                    Lynden Southbound Shipping Quote



**MULTISTAR IND. INC. dba MULTIFROST**

Quotation 220316ed

**To: Del Masterhan**  
City of Homer AK

Note: Tank rental

Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID	Proposed
	220316ed	Esther Delgado			Net On Rec.		

Quantity	Item	Description	Dis-	Tax	Unit Price	Total
1	1000gl Tank	Empty Holds 4,400lbs			\$855.15 MO/ Applies 30 days after delivery.	\$1,710.30/ 1st month
	Ammonia Disposal					\$875.00
	Freight	Drop off & Pick up			\$425.00ea.	\$825.00
<b>Subtotal Estimate</b>						<b>\$3,410.30</b>
Tax						N/A
Miscellaneous						N/A
Balance Due						\$0

Quotation prepared by:

To accept this quotation, sign here and return:

Quotation valid for 30 days.







**MULTISTAR IND. INC. dba MULTIFROST**

Quotation 220316ed

To: Dan Masterhan  
City of Homer AK

Note: Ammonia +/-4,400lbs

Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID	Proposed Ship-
	220316ed	Esther Delgado		Our truck	Net On Rec.		

Quantity	Item	Description	Discount	Taxa-	Unit Price	Total
+/-4,400	Anhydrous Ammonia				\$2.25lb	\$9,900.00
3	375gl. Tanks				\$331.50 each/mo.	Rental starts 30 days after delivery.
1	Freight- Pick Up					\$772.50
Subtotal Estimate						<b>\$9,900.00</b>
Tax						N/A
Miscellaneous						N/A
Balance Due						\$0

Quotation prepared by: Esther Delgado

To accept this quotation, sign here and return:

Quotation valid for 30 days.

TEL 509.488.5601 • E- main@multistar-inc.com • FAX 509.488.5608



## HPR Capacity Calculation

**Note:** Outside dimensions were used to ensure actual ammonia inventory is smaller than calculations.

Dimensions 35.5" wide by 209" long

Formula for area of a circle is  $A = \pi r^2$

$$A = 3.1416 \times 17.75 \times 17.75$$

$$A = 989.8 \text{ in}^2$$

Formula for volume of a cylinder is Volume = Area X Length

$$V = 989.8 \times 209$$

$$V = 206,868.27 \text{ in}^2$$

$$V = 119.72 \text{ ft}^3$$

To err on the side of caution we'll round up

$$V = 120 \text{ ft}^3$$

To determine the number of pounds of liquefied ammonia the tank will hold when completely full, we multiply the weight of one cubic foot of liquid ammonia by the total volume. (Note: the refrigerant conversion chart referenced by <https://dec.alaska.gov/spar/ppr/prevention-preparedness/tier-ii-reporting/> does not appear accurate for ammonia. Therefore, I will use the tables provided by the Refrigeration Engineers and Technicians Association, a group dedicated to the education and professional development of America's refrigeration operators. In this way we follow Industry Standards as required by OSHA and EPA.)

At 70<sup>0</sup> Fahrenheit, one cubic foot of liquid ammonia weighs 38.04 pounds. At 40<sup>0</sup> Fahrenheit, one cubic foot of liquid ammonia weighs 39.52 pounds.

Total capacity @ 40<sup>0</sup>F = 4,742 pounds, @70<sup>0</sup>F = 4,564.8 pounds

Finally, Industry Standards state closed vessels should not be filled more than 80% full to avoid going over the prohibition against exceeding 85% capacity. (This allows the ammonia to expand if the temperature rises.) This gives a maximum storage capacity range of

3,793.6 @ 80% and 40<sup>0</sup>F., 3,651.8 @ 80% and 70<sup>0</sup>F (93.096 ft<sup>3</sup> 696 gals 3679 lbs.)

4,030.7 @ 85% and 40<sup>0</sup>F., 3,880 @ 85% and 70<sup>0</sup>F

Note: We very seldom fill the HPR to the 80% mark.



Lynden Transport  
 P.O. Box 24348  
 Seattle, WA 98124  
[www.lynden.com/ltia](http://www.lynden.com/ltia)

Customer Service:  
 Anchorage: 800 / 327.9390  
 Kenai: 888 / 319.6119  
 Fairbanks: 800 / 478.5535  
 Tacoma: 800 / 326.5702

**Rate Quote MLP10**

**Quote Date 13 OCT 2022**

(LTIA)

<b>Origin</b> Fife, WA - DOCK	<b>ORG</b> TAC	<b>DST</b> HOM	<b>Destination</b> Homer, AK 99603-8029	<b>Mode</b> Water - Steamship	<b>Est Departure</b> 01 NOV 2022
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<b>Shipper</b> MULTIFROST INC 101 W FIR ST OTHELLO, WA 99344-1060  509 488-5601	<b>Consignee</b> PORT OF HOMER 795 FISH DOCK RD FISH DOCK ICE PLANT HOMER, AK 99603-8029	<b>Bill To</b> PORT OF HOMER 795 FISH DOCK RD FISH DOCK ICE PLANT HOMER, AK 99603-8029
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<b>Prepared for:</b> CITY OF HOMER PORT - DEL 907 94225210 <a href="mailto:dmasterhan@ci.homer.ak.us">dmasterhan@ci.homer.ak.us</a>	<b>Prepared by:</b> Vonne Baillio 907 257-5175 <a href="mailto:vonne@lynden.com">vonne@lynden.com</a>	<b>Route:</b> Dock to Door <b>PO #:</b> <b>BL #:</b>	<b>Eq Type:</b> LCL <b>Unit:</b> <b>Temp:</b>
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Qty	UOM	Description	Dims (LxWxH)	Weight	Rate	Charge
		STEAMSHIP ROUTING				
1	PC	RESIDUE; LAST CONTAINED, UN1005, AMMONIA, ANHYDROUS, 2.2, INHALATION HAZARD, 3300 LB, 1 PC	15' x 3' x 3'	3,300	62.51	\$2,062.83
		<i>Rated as Class 85</i>				
		EMERGENCY CONTACT: * * * 800-424-9300 / CHEMTREC/MULTIFROST				
		Hazardous Materials			2.69	\$88.77
		<i>Rated as 3,300 pounds</i>				
		Fuel Surcharge - Water, Ship 45%			45.00%	\$928.27
<b>Estimated Total:</b>						<b>\$3,079.87</b>

**NOTES:**

The shipper's bill of lading must reference "MLP10" for the rated estimate to apply. Rate estimates are valid for 30 days.

The rate estimate was calculated based on the information you provided. Actual shipment weight, commodity, and dimensions will determine the final pricing.

The rate estimated does not contain any accessorial charges. If accessorial services are necessary, applicable accessorial charges will be billed to the party responsible.

Rate includes current fuel surcharge for estimating purposes. Actual fuel surcharge in effect at the time of movement will be assessed.

Rates are proprietary and for the account of the requestor only.

Carrier's legal liability in the event of loss or damage to properly packaged goods is limited to \$20.00 per lb., up to a maximum of \$200,000.00 per load. Carrier's legal liability for shipments originating in Canada is limited to \$2.00 per lb. Liability for used, reconditioned or remanufactured articles of any nature are accepted with a limited liability of \$.10 per lb. See Bill of Lading or tariff rules for complete terms and conditions.

Shipper is responsible for proper packaging, bracing, and protection according to NMFC requirements to withstand the normal rigors of transportation and handling. Carrier will not package or prepare goods for shipping.

This estimate has been prepared based on information provided on this date and is valid for 30 days. Charges may differ from those contained herein due to changes in weight, dimensions, description of goods, or requested services. All services are subject to the standard terms and conditions of our tariff (available at [www.lynden.com/ltia](http://www.lynden.com/ltia)) and the bill of lading published therein. Any bill of lading or other shipping document issued shall not be effective to the extent it conflicts with our terms and conditions. By shipping with Lynden Transport, Inc., you are acknowledging acceptance of our terms and conditions.





Lynden Transport  
P.O. Box 24348  
Seattle, WA 98124

[www.lynden.com/tia](http://www.lynden.com/tia)

Customer Service:  
Anchorage: 800 / 327.9390  
Kenai: 888 / 319.6119  
Fairbanks: 800 / 478.5535  
Tacoma: 800 / 326.5702

**Rate Quote**      **MLP10**  
**Quote Date**    **13 OCT 2022**

# Ready to Ship?

## **Step 1: Schedule your shipment**

Email [trancs@lynden.com](mailto:trancs@lynden.com) or call (866) 596-3368

## **Step 2: Request a pickup**

Email [trancs@lynden.com](mailto:trancs@lynden.com) or call (866) 596-3368

## **Step 3: Track your freight online**

*EZ Tracing\** - Sign in at [www.lynden.com/ez](http://www.lynden.com/ez)

*Standard Tracking* - Go to [www.lynden.com/trace.html](http://www.lynden.com/trace.html)

or call (866) 596-3368

## **Step 4: Schedule delivery**

Email [trancs@lynden.com](mailto:trancs@lynden.com) or call (866) 596-3368

## **Get started shipping online:**

Go to [www.lynden.com/ez](http://www.lynden.com/ez) or call (866) 596-3368

\*Not an EZ Commerce customer? Sign up today to schedule shipments, request pickups, track shipments and receive invoices, all online!

## TERMS & CONDITIONS

### 1. DEFINITIONS.

- "Carrier" refers to the Lynden entity engaged by Shipper to provide transportation services with respect to the goods. For a list and description of the various Lynden entities, please visit our website at [WWW.LYNDEN.COM](http://WWW.LYNDEN.COM).
- "Consignee" refers to the entity identified by Shipper and agreed by Carrier as the entity to receive the goods.
- "Goods" refers to those items of goods, cargoes, commodities and other personal property with respect to which Carrier has been requested to or does perform transportation services, including all items and materials associated with the goods, such as any boxes, crates, cradles, pallets, tanks, platforms, flatracks and/or containers.
- "Entity" refers to all forms of business entities as well as to natural persons.
- "Load" refers to all goods of Shipper in/on a single container, flatrack, platform, trailer, etc.
- "Shipper" refers to the entity engaging Carrier with respect to the goods as well as the owner(s), consignor, consignee and all others who may have right of claim by, through or with respect to the goods.
- "Shipment" refers to all goods identified on a singularly numbered bill of lading or air waybill, as applicable (but which bill of lading or air waybill may contain multiple parts).
- "Package," for purposes of COGSA and as otherwise applicable herein, shall mean: (i) the entire contents (including all individual packages, boxes and crates and all Goods contained in each such package, box or crate) of a shipping device in the case of goods transported by Carrier in or on a shipping device defined as including, but not limited to, containers, vans, trailers (of all kinds), tanks, platforms or flatracks; or (ii) the entire content of a unitized lift in the case of goods bundled, strapped or otherwise secured together and forming a unit transported by Carrier and not otherwise loaded in or on a shipping device; or (iii) any individual unit of cargo including machinery, equipment and other items transported as a single unit without further consolidation; or (iv) in the case of bulk goods or goods not otherwise defined herein, the totality of goods identified on a singularly numbered bill of lading issued by Carrier. Notwithstanding the foregoing, in the event that Carrier consolidates goods from different customers into/onto a shipping device or as a portion of a unitized lift, for Carrier's benefit and not at the direction of Shipper, the "package" definition in subsections (i) and (ii) above shall be modified such that content is defined as that portion of the content being transported for Shipper.

### 2. FREIGHT AND OTHER CHARGES.

- Freight, Storage and Other Charges.** Freight, storage and other charges of Carrier shall be as identified by Carrier in its applicable rate quotation, transportation agreement, bill of lading, air waybill and/or tariff, and invoicing, as applicable. Freight, storage and other charges based upon inaccurate or incomplete instructions or particulars may be recalculated by Carrier at any time without advance notice.
- Other Charges and Expenses.** Shipper shall be responsible for all charges and expenses relating to the goods and/or their transportation, including, without limitation, all dues, taxes, duties, fines and penalties, advances made by Carrier, additional costs and expenses incurred by virtue of Shipper's actions, omissions or failure to comply with its obligations hereunder, as well as those incurred as a result of unforeseen or extraordinary circumstances.
- Payment.** Freight, storage and other charges shall be deemed fully earned upon tender of the goods by Shipper for transportation and payable in advance and prior to delivery unless otherwise agreed in writing by Carrier. Amounts due Carrier shall be paid in U.S. dollars without deduction or offset. Interest on amounts due but not paid shall accrue at the rate of one and one-half percent (1.5%) per month. Shipper, including all entities falling within the definition of that term above, shall be jointly and severally liable for payment of all amounts due Carrier.
- Lien.** Shipper, including and on behalf of all entities falling within the definition of that term above, agrees that Carrier shall be entitled to a security interest in and lien upon all present and future inventory, fixtures, equipment, personal property of Shipper, including without limitation all goods of Shipper in Carrier's constructive or actual possession, and all accounts, accounts receivable, general intangibles, cash, chattel paper, deposits, and similar property, to secure the payment of any freight, storage or other charges or amounts owed by Shipper to Carrier, with such security interest and lien to survive delivery and otherwise remain until all amounts due have been paid to Carrier in full. Shipper authorizes Carrier to file financing statements and agrees that Carrier may exercise all rights available hereunder, at law and/or in equity for and in furtherance of the same, including store and/or sell such goods, at the risk and expense of Shipper, unless and until all such amounts have been paid to Carrier.

### 3. INFORMATION FROM SHIPPER.

Shipper warrants the accuracy and completeness of all information, instructions and particulars relating to the goods, including their nature, description, special characteristics, marks, number, weight, volume and quantity, etc., upon all of which Carrier shall rely. Shipper shall reimburse Carrier for any loss or expense (including additional charges) resulting from any such inaccurate or incomplete information, instructions or particulars.

### 4. HAZARDOUS GOODS.

Shipper must identify to Carrier in writing prior to shipment any goods which require specialized handling or are dangerous or hazardous, and Carrier must specifically agree in writing to transport the same. In such an event, Shipper shall provide complete and accurate handling instructions and information, including relevant safety procedures, and shall be responsible for the completion of all documentation required and otherwise for compliance with applicable regulations and laws relating to the goods and/or their transportation. Should, in Carrier's opinion, any goods create a risk of harm to persons or property and/or make the transportation impractical, Carrier may discharge, store and/or dispose of any or all such goods at Shipper's sole risk and expense.

### 5. REFRIGERATED, PERISHABLE AND VALUABLE GOODS.

Shipper must identify to Carrier in writing prior to shipment any perishable, temperature controlled, keep from freezing, chilled or frozen goods, and Carrier must specifically agree to transport the same. In such an event, Shipper shall identify in writing to Carrier the nature of the goods and the specialty conditions, temperature, humidity, etc. under which they are to be transported and shall also be responsible for tendering the goods to Carrier with a uniform core temperature below that at which the goods are to be transported. Carrier shall not be responsible for freezing down or reducing the core temperature of goods but, rather, only for maintaining an ambient temperature in the relevant conveyance such that the core temperature of such goods remains within ten (10) degrees Fahrenheit of the temperature at which such goods were tendered to Carrier. Carrier shall not be responsible for stains, discolorations, holes, chafing, breakage or spilling of lumber, timber, plywood, wood products, etc., whether or not protected and/or covered. Shipper shall not tender for transportation any art objects, bank bills, coins, currency, drafts, notes, valuable papers, precious metals, precious stones, antiques or any other rare, old, precious or semi-precious articles of extraordinary value. Shipper shall not tender for transportation any live animals without prior notice and Carrier's express consent.

### 6. TENDER OF GOODS.

Shipper shall be responsible for tendering the goods to Carrier at the time and place identified, with all such goods to be in good order, count and condition, and packaged, protected, packed, stowed and/or shored sufficiently to withstand the rigors of storage and transportation, including without limitation transportation by uncovered barge and exposure to weather, moisture, humidity, heat, rolling, pitching and similar barge movements, if applicable.

### 7. ROUTES, METHODS, ETC.

Carrier shall perform with due diligence but does not warrant or guarantee any particular speeds or departure/arrival dates/times. Carrier shall have liability with respect to the selection of conveyances, routes, procedures, modes and methods of transportation. Carrier shall not be responsible for any delay, inability to perform or failure to perform caused by events beyond its direct and reasonable ability to control, including without limitation, ice or other conditions preventing or delaying a vessel in reaching a loading or discharge berth, the loading or unloading of cargo, or the departure of a vessel. In the event of such a hindrance or delay, Carrier shall, if feasible, notify Shipper and request alternate instructions, or if insufficient time exists or instructions are not provided Carrier may, at Shipper's risk and expense, deviate, discharge, store and/or dispose of the goods as it deems reasonable under the circumstances.

### 8. LIBERTIES.

Carrier shall be at liberty to call at any port/place to replenish fuel, oil, stores or other necessities and/or make repairs. Carrier may deviate in attempt to save life or property, and with respect thereto may leave the cargoes in a position believed safe. Carrier may select any route, speed, transportation arrangement believed reasonable under the circumstances, including tandem barge towage if by water. In the event of accident, danger, damage, disaster or other event occurring after departure on any voyage or trip which, in the opinion of Carrier, prevents or may prevent the safe completion of such, Carrier may deviate, discharge, store and/or dispose of goods at Shipper's risk and expense.

### 9. IN-TRANSIT STORAGE.

Upon Shipper's instruction or with its consent, Carrier may store goods in-transit. Upon notice to and approval from Carrier (which shall not be unreasonably withheld), Shipper shall be given access to goods stored in-transit during normal business hours for the facility, provided that Shipper is accompanied by a representative of Carrier and an additional access charge may apply. All storage of the goods shall be deemed in-transit and subject to these terms and conditions unless agreed otherwise by Carrier in writing, including through Carrier's issuance of a warehouse receipt.

### 10. DELIVERY OF GOODS.

Carrier shall deliver or arrange for delivery of the goods to Consignee at the location identified by Shipper and agreed by Carrier. Consignee shall be obligated to receive and take the goods as promptly as they can be discharged/unloaded from the conveyance, with such discharge/unloading to be at Shipper's risk and expense. Goods received and taken by Consignee, tendered to Consignee and refused or otherwise not received and taken, seized by government authority and/or under legal process, which cannot be delivered because of Shipper's act, fault or neglect, including inaccuracy/inadequacy of instructions or particulars, or which for any other reason beyond Carrier's control have not promptly been received and taken, shall nonetheless be deemed fully delivered to Consignee and Carrier's responsibility with respect to such goods and this agreement shall thereupon cease. Any actions taken by Carrier with respect to the goods thereafter shall be performed as Shipper's agent and at Shipper's risk and expense.

### 11. INTERNATIONAL TRANSPORTATION BY AIR.

In the event of international transportation by air, the Montreal Convention may be applicable. In such an event, the transportation by air shall be subject to said Convention and Carrier's liability for loss/damage to the goods shall be limited in accordance with said Convention, which shall override anything herein to the extent of any conflict. Shipper should contact Carrier directly, and review its applicable schedule/tariff(s), available at [WWW.LYNDEN.COM](http://WWW.LYNDEN.COM), for more information as to international transportation by air.

### 12. TRANSPORTATION BY WATER.

In the event of transportation by water, domestic or international to/from the United States, the U.S. Carriage of Goods By Sea Act (COGSA) shall be incorporated herein and applicable at all times the goods are in Carrier's custody, care and/or control, including before loading to the vessel, through transportation, after discharge and until delivery. In addition, for transportation by water, Shipper hereby authorizes transportation on deck and/or by unattended barge, and acknowledges that New Jason/General Average and Both to Blame clauses shall be applicable and incorporated herein. Shipper should contact Carrier directly, and review its applicable schedule/tariff(s), available at [WWW.LYNDEN.COM](http://WWW.LYNDEN.COM), for more information as to transportation by water.

Rev. 12-08-21

- LOSS/DAMAGE TO GOODS.** Carrier's liability with respect to the goods, and/or Shipper, Consignee and/or any other person or entity claiming by, through or with respect to the goods, and whether for loss, damage, delay, shortage, misdelivery, failure to deliver or otherwise, shall be only as follows:
  - Exceptions.** Carrier shall not be liable for any loss, damage, delay, shortage, misdelivery, failure to deliver or other result caused by: act of God; peril of land, sea or air; act of terrorism; act of public enemy; act of war; act of public or government authority or other with apparent authority; fire, unless caused by the actual fault or privity of Carrier; pandemic, epidemic and/or quarantine; act or omission of Shipper, its agent or representative; strike, lockout or other labor dispute; sabotage; riot or other civil commotion; wastage in bulk or weight or arising from the nature of the goods; inherent vice or latent defect of the goods; improper and/or insufficient packing, securing, packaging, marking or addressing; compliance with instructions from Shipper; goods loaded by Shipper into sealed containers or other packages, providing the seal or package remains unbroken and not physically damaged; errors in operation or navigation of a vessel, vessel or other conveyance; or any other cause or event arising without the actual fault and privity of Carrier.
  - Consequential Damages.** Carrier shall not be liable for any indirect, consequential or special damages of any type or nature whatsoever and howsoever arising, including without limitation any claim for loss of profits, loss of income, loss of business opportunity, business interruption, loss of use and/or loss of ability to use undamaged component or system parts, regardless of whether resulting from negligence, breach or otherwise, and/or whether such may have been foreseeable.
  - Limitation of Liability and Option to Declare Higher Value.** Subject to section 11 (international transportation by air) and section 12 (transportation by water), above, as applicable, Carrier's liability with respect to the goods, and whether for loss, damage, delay, shortage, misdelivery, failure to deliver or otherwise, shall be the lesser of the actual cost to repair, replace and/or deliver the goods or the valuation applicable to Carrier identified directly below:

<b>ALASKA MARINE LINES, INC.</b>	: \$500 per package/cu under COGSA However, in some cases Alaska Marine Lines, Inc. has accepted certain extended liability for cargo loss or damage as outlined in its tariffs. Such tariff provisions shall supersede this Bill of Lading when in conflict, but only to the extent of such conflict.
<b>ALASKA MARINE TRUCKING, LLC</b>	: \$.50 (fifty cents) per pound.
<b>ALASKA WEST EXPRESS, INC.</b>	: \$.10 (ten cents) per pound.
<b>LTI, INC.</b>	: \$.10 (ten cents) per pound.
<b>LYNDEN AIR CARGO, LLC</b>	: \$.50 (fifty cents) per pound, but with a minimum of \$50 per shipment.
<b>LYNDEN AIR CARGO (PNG) LTD.</b>	: \$.50 (fifty cents) per pound, but with a minimum of \$50 per shipment.
<b>LYNDEN LOGISTICS, INC. (FKA LYNDEN INTERNATIONAL)</b>	: \$.50 (fifty cents) per pound, but with a minimum of \$50 per shipment.
<b>LYNDEN LOGISTICS SERVICES, INC.</b>	: \$.10 (ten cents) per pound.
<b>LYNDEN TRANSPORT, INC.</b>	: \$20 (twenty dollars) per pound, up to a maximum of \$200,000 per load.

All amounts above are in US dollars. Notwithstanding the foregoing, for goods originating in Canada and transported by motor Carrier, Carrier's liability shall be the lesser of the actual cost to repair, replace and/or deliver the goods or CAN \$2.00 per pound, up to a maximum of US \$200,000 per load. However, if Shipper has declared in writing to Carrier a valuation for the goods which is higher than the foregoing amount, and Carrier has agreed to carry the goods at the higher valuation so declared, then Carrier's liability shall be the lesser of the actual cost to repair, replace and/or deliver the goods or the higher valuation so declared and agreed, with Shipper to pay increased freight charges for any such declaration as set forth in Carrier's applicable rate tariff and/or other schedule of charges. Carrier shall not be liable to Shipper or any other claiming by, through or with respect to the goods, whether for loss, delay, shortage, misdelivery, failure to deliver or otherwise, or in tort, contract or upon any other theory, other than as set forth herein, and Shipper agrees to indemnify and hold Carrier harmless (including legal fees and costs) from and against any other or further loss, damage, expense, liability, claim, fine, penalty and/or suit arising out of or in any fashion whatsoever relating to the goods or their transportation.

- Delivery and Inspection.** Delivery of the goods without written notification of damage on the bill of lading, way bill or delivery receipt shall be prima facie evidence that the goods have been delivered in the same good order, count and condition as when initially received by Carrier.
- Claims.** As a condition precedent to any recovery against Carrier:

- The goods must be carefully inspected by Shipper or Consignee immediately upon delivery, and any loss or damage which would then be evident must be noted in writing to Carrier on the bill of lading, waybill or delivery receipt, or the goods shall be conclusively presumed to have been delivered in the same good order, count and condition as when initially received by Carrier.
- In the event of any loss or damage not ascertainable at delivery, written notice must be given to Carrier within three (3) days of delivery for transportation by water, under COGSA, within seven (7) days of delivery for U.S. domestic air transportation, and otherwise within fifteen (15) days of delivery, after which time and with no written notice having been given it shall be conclusively presumed that the goods were delivered in the same good order, count and condition as when initially received by Carrier.
- In the event of goods delayed, lost or otherwise not timely delivered, Carrier must be given written notice within three (3) days of delivery for transportation by water, under COGSA, within seven (7) days of delivery for U.S. domestic air transportation, and otherwise within fifteen (15) days of delivery, or from the date upon which the goods should have been delivered, or the goods shall be conclusively presumed to have been delivered in the same good order, count and condition as when initially received by Carrier.
- Carrier shall have a reasonable opportunity to inspect the goods, including their packing and packaging, in the same condition as upon delivery and before any alteration or destruction thereof.
- Written claim for loss/damage, specifying the full particulars thereof and the amount(s) being claimed, must be filed with Carrier within ninety (90) days, for U.S. domestic air transportation, or otherwise within nine (9) months of delivery, from the date on which the goods should have been delivered, or the date on which Carrier disallowed the claim or pertinent part of the claim, whichever is later.
- Suit against Carrier must be filed within one (1) year for transportation by water, under COGSA, within one (1) year for U.S. domestic air transportation, or otherwise within two (2) years, from delivery, the date which the goods should have been delivered, or the date on which Carrier disallowed the claim or pertinent part of the claim, whichever is later; and
- There shall be no recovery against Carrier until freight and all charges due Carrier with respect to the goods and/or their transportation have been fully paid and received by Carrier.

### 14. SUBCONTRACTING.

Carrier shall be entitled to subcontract on any terms and/or conditions the whole or any part of the transportation services, including without limitation to its affiliated entities, with all such subcontractors entitled to the same limitations upon, and exemptions and defenses to, liability granted to Carrier hereunder, at law or otherwise.

### 15. EXTENSION OF BENEFITS.

All limitations upon, and exceptions and defenses to, liability granted to Carrier hereunder, or at law or otherwise shall be automatically extended to all parent, subsidiary and/or affiliated entities of Carrier (including its and their respective owners, directors, officers, employees and agents) and to all vessels, vehicles, aircraft, conveyances, carriers, contractors, subcontractors, stevedores, managers, agents and all other persons/entities and equipment utilized and/or providing any services whatsoever with respect to the goods or their transportation.

### 16. BILLS OF LADING, AIR WAYBILLS, RECEIPTS, ETC.

Bills of lading, air waybills, receipts, etc. may be signed by the respective agents and representatives of the parties, including in counterparts and/or by electronic means; upon Shipper's consent, verbal or otherwise, Carrier may complete and/or sign for and on behalf of Shipper, as its authorized agent for such limited purposes.

### 17. INTEGRATION AND CONSTRUCTION.

Upon tender of goods to Carrier, Shipper shall be deemed to have consented and agreed to these terms and conditions, which shall be applicable to all services provided by Carrier and supersede any bill of lading, air waybill, receipt or other document from any entity other than Carrier, including any such document from Shipper. These terms and conditions shall not be modified except through a writing signed by an authorized representative of Shipper and the executive officer of Carrier; no other agent, employee or representative of Carrier has authority to alter, modify or waive these terms and conditions. These terms and conditions, along with Carrier's applicable schedule(s) and tariff(s), available at [WWW.LYNDEN.COM](http://WWW.LYNDEN.COM), incorporated herein by reference as applicable, constitute the entire agreement between the parties, and supersede all prior and contemporaneous agreements, regarding the goods or their transportation, written and oral. This agreement shall be construed neutrally, and as the mutual assent of both parties, rather than for or against a party. The headings used herein are for convenience of reference only.

### 18. LAW, DISPUTES AND IMMUNITY.

The general maritime law and federal transportation laws of the United States shall govern this agreement to the extent applicable, and otherwise the laws of the State of Washington shall govern. Any dispute relating to this agreement, the goods or their transportation shall be resolved through litigation in the state or federal court in Seattle, Washington, with the parties consenting to its jurisdiction and the applicability and convenience of said venue, and with the substantially prevailing party to recover its reasonable legal fees and costs. If Shipper is a Native American Tribe or subsidiary, affiliated or related entity ("Tribe"), afforded protection by tribal sovereign immunity or treaty rights including but not limited to immunity from process, suit, liability, judgment or collection (including enforcement of judgments on tribal land by attachment), in engaging Carrier hereunder Shipper/Tribe has specifically agreed, including through its governing council or body, that Shipper/Tribe hereby provides a limited waiver of its sovereign immunity and tribal rights against process, suit, liability, judgment and collection with respect to this agreement, agrees to be bound in all respects by the terms and conditions hereof, consents to service of process by registered or certified mail and the exclusive jurisdiction of the courts identified above with respect to any dispute, and agrees that the laws identified above shall govern this agreement and any such dispute, to the exclusion of any tribal laws, and any state or federal laws specifically protective of Tribe.



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 Kenai: 888 / 319.6119  
 Fairbanks: 800 / 478.5535  
 Tacoma: 800 / 326.5702

**Rate Quote MLP80**

**Quote Date 13 OCT 2022**

(LTIA)

<b>Origin</b> Homer, AK 99603-8029	<b>ORG</b> HOM	<b>DST</b> TAC	<b>Destination</b> Fife, WA - DOCK	<b>Mode</b> Water - Steamship	<b>Est Departure</b> 15 NOV 2022
<b>Shipper</b> PORT OF HOMER 795 FISH DOCK RD FISH DOCK ICE PLANT HOMER, AK 99603-8029	<b>Consignee</b> MULTIFROST INC 101 W FIR ST OTHELLO, WA 99344-1060  509 488-5601			<b>Bill To</b> PORT OF HOMER 795 FISH DOCK RD FISH DOCK ICE PLANT HOMER, AK 99603-8029	

<b>Prepared for:</b> CITY OF HOMER PORT - DEL 907 299-0051 <a href="mailto:dmasterhan@ci.homer.ak.us">dmasterhan@ci.homer.ak.us</a>	<b>Prepared by:</b> Vonne Baillio 907 257-5175 <a href="mailto:vonne@lynden.com">vonne@lynden.com</a>	<b>Route:</b> Door to Dock <b>PO #:</b> <b>BL #:</b>	<b>Eq Type:</b> LCL <b>Unit:</b> <b>Temp:</b>
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Qty	UOM	Description	Dims (LxWxH)	Weight	Rate	Charge
		STEAMSHIP ROUTING				
1	PC	UN1005, AMMONIA, ANHYDROUS, 2,2, INHALATION HAZARD, 8000 LB, 1 TANK  <i>Rated as Class 55</i>	15' x 3' x 3'	8,000	31.39	\$2,511.20
		EMERGENCY CONTACT: * * * 800-424-9300 / CHEMTREC/MULTIFROST  Hazardous Materials  <i>Rated as 8,000 pounds</i>			2.69	\$215.20
		Fuel Surcharge - Water, Ship 45%			45.00%	\$1,130.04
<b>Estimated Total:</b>						<b>\$3,856.44</b>

**NOTES:**

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- Rate includes current fuel surcharge for estimating purposes. Actual fuel surcharge in effect at the time of movement will be assessed.
- Rates are proprietary and for the account of the requestor only.
- Carrier's legal liability in the event of loss or damage to properly packaged goods is limited to \$20.00 per lb., up to a maximum of \$200,000.00 per load. Carrier's legal liability for shipments originating in Canada is limited to \$2.00 per lb. Liability for used, reconditioned or remanufactured articles of any nature are accepted with a limited liability of \$.10 per lb. See Bill of Lading or tariff rules for complete terms and conditions.
- Shipper is responsible for proper packaging, bracing, and protection according to NMFC requirements to withstand the normal rigors of transportation and handling. Carrier will not package or prepare goods for shipping.

This estimate has been prepared based on information provided on this date and is valid for 30 days. Charges may differ from those contained herein due to changes in weight, dimensions, description of goods, or requested services. All services are subject to the standard terms and conditions of our tariff (available at [www.lynden.com/ltia](http://www.lynden.com/ltia)) and the bill of lading published therein. Any bill of lading or other shipping document issued shall not be effective to the extent it conflicts with our terms and conditions. By shipping with Lynden Transport, Inc., you are acknowledging acceptance of our terms and conditions.





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Fairbanks: 800 / 478.5535  
Tacoma: 800 / 326.5702

**Rate Quote** **MLP80**  
**Quote Date 13 OCT 2022**

# Ready to Ship?

## **Step 1: Schedule your shipment**

Email [trancs@lynden.com](mailto:trancs@lynden.com) or call (866) 596-3368

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Go to [www.lynden.com/ez](http://www.lynden.com/ez) or call (866) 596-3368

\*Not an EZ Commerce customer? Sign up today to schedule shipments, request pickups, track shipments and receive invoices, all online!

# TERMS & CONDITIONS

## 1. DEFINITIONS.

- "Carrier" refers to the Lynden entity engaged by Shipper to provide transportation services with respect to the goods. For a list and description of the various Lynden entities, please visit our website at [WWW.LYNDEN.COM](http://WWW.LYNDEN.COM)
- "Consignee" refers to the entity identified by Shipper and agreed by Carrier as the entity to receive the goods.
- "Goods" refers to those items of goods, cargoes, commodities and other personal property with respect to which Carrier has been requested to or does perform transportation services, including all items and materials associated with the goods, such as any boxes, crates, cradles, pallets, tanks, platforms, flatracks and/or containers.
- "Entity" refers to all forms of business entities as well as to natural persons.
- "Load" refers to all goods of Shipper in/on a single container, flatrack, platform, trailer, etc.
- "Shipper" refers to the entity engaging Carrier with respect to the goods as well as the owner(s), consignor, consignee and all others who may have right of claim by, through or with respect to the goods.
- "Shipment" refers to all goods identified on a singularly numbered bill of lading or air waybill, as applicable (but which bill of lading or air waybill may contain multiple parts).
- "Package," for purposes of COGSA and as otherwise applicable herein, shall mean: i) the entire contents (including all individual packages, boxes and crates and all Goods contained in each such package, box or crate) of a shipping device in the case of goods transported by Carrier in or on a shipping device defined as including, but not limited to, containers, vans, trailers (of all kinds), tanks, platforms or flatracks; or ii) the entire content of a unitized lift in the case of goods bundled, strapped or otherwise secured together and forming a unit transported by Carrier and not otherwise loaded in or on a shipping device; or iii) any individual unit of cargo including machinery, equipment and other items transported as a single unit without further consolidation; or iv) in the case of bulk goods or goods not otherwise defined herein, the totality of goods identified on a singularly numbered bill of lading issued by Carrier. Notwithstanding the foregoing, in the event that Carrier consolidates goods from different customers into/onto a shipping device or as a portion of a unitized lift, for Carrier's benefit and not at the direction of Shipper, the "package" definition in subsections (i) and (ii) above shall be modified such that content is defined as that portion of the content being transported for Shipper.

## 2. FREIGHT AND OTHER CHARGES.

- Freight, Storage and Other Charges.** Freight, storage and other charges of Carrier shall be as identified by Carrier in its applicable rate quotation, transportation agreement, bill of lading, air waybill and/or tariff, and invoicing, as applicable. Freight, storage and other charges based upon inaccurate or incomplete instructions or particulars may be recalculated by Carrier at any time without advance notice.
- Other Charges and Expenses.** Shipper shall be responsible for all charges and expenses relating to the goods and/or their transportation, including, without limitation, all dues, taxes, duties, fines and penalties, advances made by Carrier, additional costs and expenses incurred by virtue of Shipper's actions, omissions or failure to comply with its obligations hereunder, as well as those incurred as a result of unforeseen or extraordinary circumstances.
- Payment.** Freight, storage and other charges shall be deemed fully earned upon tender of the goods by Shipper for transportation and payable in advance and prior to delivery unless otherwise agreed in writing by Carrier. Amounts due Carrier shall be paid in U.S. dollars without deduction or offset. Interest on amounts due but not paid shall accrue at the rate of one and one-half percent (1.5%) per month. Shipper, including all entities falling within the definition of that term above, shall be jointly and severally liable for payment of all amounts due Carrier.
- Lien.** Shipper, including and on behalf of all entities falling within the definition of that term above, agrees that Carrier shall be entitled to a security interest in and lien upon all present and future inventory, fixtures, equipment, personal property of Shipper, including without limitation all goods of Shipper in Carrier's constructive or actual possession, and all accounts, accounts receivable, general intangibles, cash, chattel paper, deposits, and similar property, to secure the payment of any freight, storage or other charges or amounts owed by Shipper to Carrier, with such security interest and lien to survive delivery and otherwise remain until all amounts due have been paid to Carrier in full. Shipper authorizes Carrier to file financing statements and agrees that Carrier may exercise all rights available hereunder, at law and/or in equity for and in furtherance of the same, including store and/or sell such goods, at the risk and expense of Shipper, unless and until all such amounts have been paid to Carrier.

**3. INFORMATION FROM SHIPPER.** Shipper warrants the accuracy and completeness of all information, instructions and particulars relating to the goods, including their nature, description, special characteristics, marks, number, weight, volume and quantity, etc., upon all of which Carrier shall rely. Shipper shall reimburse Carrier for any loss or expense (including additional charges) resulting from any such inaccurate or incomplete information, instructions or particulars.

**4. HAZARDOUS GOODS.** Shipper must identify to Carrier in writing prior to shipment any goods which require specialized handling or are dangerous or hazardous, and Carrier must specifically agree in writing to transport the same. In such an event, Shipper shall provide complete and accurate handling instructions and information, including relevant safety procedures, and shall be responsible for the completion of all documentation required and otherwise for compliance with applicable regulations and laws relating to the goods and/or their transportation. Should, in Carrier's opinion, any goods create a risk of harm to persons or property and/or make the transportation impractical, Carrier may discharge, store and/or dispose of any or all such goods at Shipper's sole risk and expense.

**5. REFRIGERATED, PERISHABLE AND VALUABLE GOODS.** Shipper must identify to Carrier in writing prior to shipment any perishable, temperature controlled, keep from freezing, chilled or frozen goods, and Carrier must specifically agree to transport the same. In such an event, Shipper shall identify in writing to Carrier the nature of the goods and the specialty conditions, temperature, humidity, etc. under which they are to be transported and shall also be responsible for tendering the goods to Carrier with a uniform core temperature below that at which the goods are to be transported. Carrier shall not be responsible for freezing down or reducing the core temperature of goods but, rather, only for maintaining an ambient temperature in the relevant conveyance such that the core temperature of such goods remains within ten (10) degrees Fahrenheit of the temperature at which such goods were tendered to Carrier. Carrier shall not be responsible for stains, discolorations, holes, chafing, breakage or spilling of lumber, timber, plywood, wood products, etc., whether or not protected and/or covered. Shipper shall not tender for transportation any art objects, bank bills, coins, currency, drafts, notes, valuable papers, precious metals, precious stones, antiques or any other rare, old, precious or semi-precious articles of extraordinary value. Shipper shall not tender for transportation any live animals without prior notice and Carrier's express consent.

**6. TENDER OF GOODS.** Shipper shall be responsible for tendering the goods to Carrier at the time and place identified, with all such goods to be in good order, count and condition, and packaged, protected, packed, stowed and/or shored sufficiently to withstand the rigors of storage and transportation, including without limitation transportation by uncovered barge and exposure to weather, moisture, humidity, heat, rolling, pitching and similar barge movements, if applicable.

**7. ROUTES, METHODS, ETC.** Carrier shall perform with due diligence but does not warrant or guarantee any particular speeds or departure/arrival dates/times. Carrier shall have liability with respect to the selection of conveyances, routes, procedures, modes and methods of transportation. Carrier shall not be responsible for any delay, inability to perform or failure to perform caused by events beyond its direct and reasonable ability to control, including without limitation, ice or other conditions preventing or delaying a vessel in reaching a loading or discharge berth, the loading or unloading of cargo, or the departure of a vessel. In the event of such a hindrance or delay, Carrier shall, if feasible, notify Shipper and request alternate instructions, or if insufficient time exists or instructions are not provided Carrier may, at Shipper's risk and expense, deviate, discharge, store and/or dispose of the goods as it deems reasonable under the circumstances.

**8. LIBERTIES.** Carrier shall be at liberty to call at any port/place to replenish fuel, oil, stores or other necessities and/or make repairs. Carrier may deviate in attempt to save life or property, and with respect thereto may leave the cargoes in a position believed safe. Carrier may select any route, speed, transportation arrangement believed reasonable under the circumstances, including tandem barge towage if by water. In the event of accident, danger, damage, disaster or other event occurring after departure on any voyage or trip which, in the opinion of Carrier, prevents or may prevent the safe completion of such, Carrier may deviate, discharge, store and/or dispose of goods at Shipper's risk and expense.

**9. IN-TRANSIT STORAGE.** Upon Shipper's instruction or with its consent, Carrier may store goods in-transit. Upon notice to and approval from Carrier (which shall not be unreasonably withheld), Shipper shall be given access to goods stored in-transit during normal business hours for the facility, provided that Shipper is accompanied by a representative of Carrier and an additional access charge may apply. All storage of the goods shall be deemed in-transit and subject to these terms and conditions unless agreed otherwise by Carrier in writing, including through Carrier's issuance of a warehouse receipt.

**10. DELIVERY OF GOODS.** Carrier shall deliver or arrange for delivery of the goods to Consignee at the location identified by Shipper and agreed by Carrier. Consignee shall be obligated to receive and take the goods as promptly as they can be discharged/unloaded from the conveyance, with such discharge/unloading to be at Shipper's risk and expense. Goods received and taken by Consignee, tendered to Consignee and refused or otherwise not received and taken, seized by government authority and/or under legal process, which cannot be delivered because of Shipper's act, fault or neglect, including inaccuracy/inadequacy of instructions or particulars, or which for any other reason beyond Carrier's control have not promptly been received and taken, shall nonetheless be deemed fully delivered to Consignee and Carrier's responsibility with respect to such goods and this agreement shall thereupon cease. Any actions taken by Carrier with respect to the goods thereafter shall be performed as Shipper's agent and at Shipper's risk and expense.

**11. INTERNATIONAL TRANSPORTATION BY AIR.** In the event of international transportation by air, the Montreal Convention may be applicable. In such an event, the transportation by air shall be subject to said Convention and Carrier's liability for loss/damage to the goods shall be limited in accordance with said Convention, which shall override anything herein to the extent of any conflict. Shipper should contact Carrier directly, and review its applicable schedule/tariff(s), available at [WWW.LYNDEN.COM](http://WWW.LYNDEN.COM), for more information as to international transportation by air.

**12. TRANSPORTATION BY WATER.** In the event of transportation by water, domestic or international to/from the United States, the U.S. Carriage of Goods By Sea Act (COGSA) shall be incorporated herein and applicable at all times the goods are in Carrier's custody, care and/or control, including before loading to the vessel, through transportation, after discharge and until delivery. In addition, for transportation by water, Shipper hereby authorizes transportation on deck and/or by unmaned barge, and acknowledges that New Jason/General Average and Both to Blame clauses shall be applicable and incorporated herein. Shipper should contact Carrier directly, and review its applicable schedule/tariff(s), available at [WWW.LYNDEN.COM](http://WWW.LYNDEN.COM), for more information as to transportation by water.

Rev. 12-08-21

**13. LOSS/DAMAGE TO GOODS.** Carrier's liability with respect to the goods, and/or Shipper, Consignee and/or any other person or entity claiming by, through or with respect to the goods, and whether for loss, damage, delay, shortage, misdelivery, failure to deliver or otherwise, shall be only as follows:

- Exceptions.** Carrier shall not be liable for any loss, damage, delay, shortage, misdelivery, failure to deliver or other result caused by: act of God; peril of land, sea or air; act of terrorism; act of public enemy; act of war; act of public or government authority or other with apparent authority; fire, unless caused by the actual fault or privity of Carrier; pandemic, epidemic and/or quarantine; act or omission of Shipper, its agent or representative; strike, lockout or other labor dispute; sabotage; riot or other civil commotion; wastage in bulk or weight or arising from the nature of the goods; inherent vice or latent defect of the goods; improper and/or insufficient packing, securing, packaging, marking or addressing; compliance with instructions from Shipper; goods loaded by Shipper into sealed containers or other packages, providing the seal or package remains unbroken and not physically damaged; errors in operation or navigation of a vessel, vessel or other conveyance; or any other cause or event arising without the actual fault and privity of Carrier.
- Consequential Damages.** Carrier shall not be liable for any indirect, consequential or special damages of any type or nature whatsoever and howsoever arising, including without limitation any claim for loss of profits, loss of income, loss of business opportunity, business interruption, loss of use and/or loss of ability to use undamaged component or system parts, regardless of whether resulting from negligence, breach or otherwise, and/or whether such may have been foreseeable.
- Limitation of Liability and Option to Declare Higher Value.** Subject to section 11 (international transportation by air) and section 12 (transportation by water), above, as applicable, Carrier's liability with respect to the goods, and whether for loss, damage, delay, shortage, misdelivery, failure to deliver or otherwise, shall be the lesser of the actual cost to repair, replace and/or deliver the goods or the valuation applicable to Carrier identified directly below:

<b>ALASKA MARINE LINES, INC.</b>	: \$500 per package/cu under COGSA However, in some cases Alaska Marine Lines, Inc. has accepted certain extended liability for cargo loss or damage as outlined in its tariffs. Such tariff provisions shall supersede this Bill of Lading when in conflict, but only to the extent of such conflict.
<b>ALASKA MARINE TRUCKING, LLC</b>	: \$.50 (fifty cents) per pound.
<b>ALASKA WEST EXPRESS, INC.</b>	: \$.10 (ten cents) per pound.
<b>LTI, INC.</b>	: \$.10 (ten cents) per pound.
<b>LYNDEN AIR CARGO, LLC</b>	: \$.50 (fifty cents) per pound, but with a minimum of \$50 per shipment.
<b>LYNDEN AIR CARGO (PNG) LTD.</b>	: \$.50 (fifty cents) per pound, but with a minimum of \$50 per shipment.
<b>LYNDEN LOGISTICS, INC. (FKA LYNDEN INTERNATIONAL)</b>	: \$.50 (fifty cents) per pound, but with a minimum of \$50 per shipment.
<b>LYNDEN LOGISTICS SERVICES, INC.</b>	: \$.10 (ten cents) per pound.
<b>LYNDEN TRANSPORT, INC.</b>	: \$20 (twenty dollars) per pound, up to a maximum of \$200,000 per load.

All amounts above are in US dollars. Notwithstanding the foregoing, for goods originating in Canada and transported by motor Carrier, Carrier's liability shall be the lesser of the actual cost to repair, replace and/or deliver the goods or CAN \$2.00 per pound, up to a maximum of US \$200,000 per load.

However, if Shipper has declared in writing to Carrier a valuation for the goods which is higher than the foregoing amount, and Carrier has agreed to carry the goods at the higher valuation so declared, then Carrier's liability shall be the lesser of the actual cost to repair, replace and/or deliver the goods or the higher valuation so declared and agreed, with Shipper to pay increased freight charges for any such declaration as set forth in Carrier's applicable rate tariff and/or other schedule of charges.

Carrier shall not be liable to Shipper or any other claiming by, through or with respect to the goods, whether for loss, delay, shortage, misdelivery, failure to deliver or otherwise, or in tort, contract or upon any other theory, other than as set forth herein, and Shipper agrees to indemnify and hold Carrier harmless (including legal fees and costs) from and against any other or further loss, damage, expense, liability, claim, fine, penalty and/or suit arising out of or in any fashion whatsoever relating to the goods or their transportation.

**d. Delivery and Inspection.** Delivery of the goods without written notification of damage on the bill of lading, way bill or delivery receipt shall be prima facie evidence that the goods have been delivered in the same good order, count and condition as when initially received by Carrier.

**e. Claims.** As a condition precedent to any recovery against Carrier:

- The goods must be carefully inspected by Shipper or Consignee immediately upon delivery, and any loss or damage which would then be evident must be noted in writing to Carrier on the bill of lading, waybill or delivery receipt, or the goods shall be conclusively presumed to have been delivered in the same good order, count and condition as when initially received by Carrier.
- In the event of any loss or damage not ascertainable at delivery, written notice must be given to Carrier within three (3) days of delivery for transportation by water, under COGSA, within seven (7) days of delivery for U.S. domestic air transportation, and otherwise within fifteen (15) days of delivery, after which time and with no written notice having been given it shall be conclusively presumed that the goods were delivered in the same good order, count and condition as when initially received by Carrier.
- In the event of goods delayed, lost or otherwise not timely delivered, Carrier must be given written notice within three (3) days of delivery for transportation by water, under COGSA, within seven (7) days of delivery for U.S. domestic air transportation, and otherwise within fifteen (15) days of delivery, or from the date upon which the goods should have been delivered, or the goods shall be conclusively presumed to have been delivered in the same good order, count and condition as when initially received by Carrier.
- Carrier shall have a reasonable opportunity to inspect the goods, including their packing and packaging, in the same condition as upon delivery and before any alteration or destruction thereof.
- Written claim for loss/damage, specifying the full particulars thereof and the amount(s) being claimed, must be filed with Carrier within ninety (90) days, for U.S. domestic air transportation, or otherwise within nine (9) months of delivery, from the date on which the goods should have been delivered, or the date on which Carrier disallowed the claim or part of the claim, whichever is later.
- Suit against Carrier must be filed within one (1) year for transportation by water, under COGSA, within one (1) year for U.S. domestic air transportation, or otherwise within two (2) years, from delivery, the date which the goods should have been delivered, or the date on which Carrier disallowed the claim or part of the claim, whichever is later; and
- There shall be no recovery against Carrier until freight and all charges due Carrier with respect to the goods and/or their transportation have been fully paid and received by Carrier.

**14. SUBCONTRACTING.** Carrier shall be entitled to subcontract on any terms and/or conditions the whole or any part of the transportation services, including without limitation to its affiliated entities, with all such subcontractors entitled to the same limitations upon, and exemptions and defenses to, liability granted to Carrier hereunder, at law or otherwise.

**15. EXTENSION OF BENEFITS.** All limitations upon, and exemptions and defenses to, liability granted to Carrier hereunder, or at law or otherwise shall be automatically extended to all parent, subsidiary and/or affiliated entities of Carrier (including its and their respective owners, directors, officers, employees and agents) and to all vessels, vehicles, aircraft, conveyances, carriers, contractors, subcontractors, stevedores, managers, agents and all other persons/entities and equipment utilized and/or providing any services whatsoever with respect to the goods or their transportation.

**16. BILLS OF LADING, AIR WAYBILLS, RECEIPTS, ETC.** Bills of lading, air waybills, receipts, etc. may be signed by the respective agents and representatives of the parties, including in counterparts and/or by electronic means; upon Shipper's consent, verbal or otherwise, Carrier may complete and/or sign for and on behalf of Shipper, as its authorized agent for such limited purposes.

**17. INTEGRATION AND CONSTRUCTION.** Upon tender of goods to Carrier, Shipper shall be deemed to have consented and agreed to these terms and conditions, which shall be applicable to all services provided by Carrier and supersede any bill of lading, air waybill, receipt or other document from any entity other than Carrier, including any such document from Shipper. These terms and conditions shall not be modified except through a writing signed by an authorized representative of Shipper and the executive officer of Carrier; no other agent, employee or representative of Carrier has authority to alter, modify or waive these terms and conditions. These terms and conditions, along with Carrier's applicable schedule(s) and tariff(s), available at [WWW.LYNDEN.COM](http://WWW.LYNDEN.COM), incorporated herein by reference as applicable, constitute the entire agreement between the parties, and supersede all prior and contemporaneous agreements, regarding the goods or their transportation, written and oral. This agreement shall be construed neutrally, and as the mutual assent of both parties, rather than for or against a party. The headings used herein are for convenience of reference only.

**18. LAW, DISPUTES AND IMMUNITY.** The general maritime law and federal transportation laws of the United States shall govern this agreement to the extent applicable, and otherwise the laws of the State of Washington shall govern. Any dispute relating to this agreement, the goods or their transportation shall be resolved through litigation in the state or federal court in Seattle, Washington, with the parties consenting to its jurisdiction and the applicability and convenience of said venue, and with the substantially prevailing party to recover its reasonable legal fees and costs. If Shipper is a Native American Tribe or subsidiary, affiliated or related entity ("Tribe"), afforded protection by tribal sovereign immunity or treaty rights including but not limited to immunity from process, suit, liability, judgment or collection (including enforcement of judgments on tribal land by attachment), in engaging Carrier hereunder Shipper/Tribe has specifically agreed, including through its governing council or body, that Shipper/Tribe hereby provides a limited waiver of its sovereign immunity and tribal rights against process, suit, liability, judgment and collection with respect to this agreement, agrees to be bound in all respects by the terms and conditions hereof, consents to service of process by registered or certified mail and the exclusive jurisdiction of the courts identified above with respect to any dispute, and agrees that the laws identified above shall govern this agreement and any such dispute, to the exclusion of any tribal laws, and any state or federal laws specifically protective of Tribe.



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**CITY OF HOMER  
HOMER, ALASKA**

City Manager/  
Public Works Director

**ORDINANCE 22-73**

AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA AMENDING THE FY~~2223~~ CAPITAL BUDGET ~~TO AUTHORIZE THE EXPENDITURE OF~~ **BY APPROPRIATING** ~~\$97,860.73~~ **\$98,281** FROM THE SEWER CARMA FUND TO FULLY FUND REPAIRS OF THE BROKEN CLARIFIER BELT AT THE WASTE WATER TREATMENT PLANT.

WHEREAS, Ordinance 22-34(S) appropriated \$497,900 to repair the belt-drive clarifier skimmers in the Waste Water Treatment Plant (WWTP); and

WHEREAS, After more detailed investigation, the cost was determined to be \$867,743 and Ordinance 22-55 appropriated another \$370,263 to fully fund the work; and

WHEREAS, In the course of developing the Purchase Order for the work, it became apparent the vendor had not included the cost of prevailing wages in its installation costs; and

WHEREAS, This increased the cost of installation by \$167,990; and

WHEREAS, Value engineering was conducted and we were able to achieve a savings in material costs of \$69,709.40; and

WHEREAS, The revised costs are:

- Materials                   \$486,188.73
- Installation                \$479,835.00
- Total                \$966,023.73

leaving an unfunded balance of \$98,280.73; and

WHEREAS, Monies are available in the Sewer CARMA Fund Balance to fill this shortfall.

NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

Section 1. The FY~~2223~~ Capital Improvement Plan **Capital Budget** is **hereby** amended ~~to authorize~~ **by appropriating** ~~\$98,280.73~~ **\$98,281** from the Sewer CARMA Fund Balance to fully fund the repair of the clarifier belts at the WWTP **as follows:**

<b>Fund</b>	<b>Description</b>	<b>Amount</b>
<b>256-0379</b>	<b>Sewer CARMA Fund</b>	<b>\$98,281</b>

43  
44  
45  
46 Section 2. This is a budget amendment ordinance only, is not permanent in nature, and  
47 shall not be codified.

48  
49 ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this \_\_\_\_\_ day of November,  
50 2022.

51  
52 CITY OF HOMER

53  
54  
55 \_\_\_\_\_  
56 KEN CASTNER, MAYOR

57  
58 ATTEST:

59  
60  
61 \_\_\_\_\_  
62 MELISSA JACOBSEN, MMC, CITY CLERK

63  
64  
65 YES:

66 NO:

67 ABSTAIN:

68 ABSENT:

69  
70 First Reading:

71 Public Reading:

72 Second Reading:

73 Effective Date:



# City of Homer

[www.cityofhomer-ak.gov](http://www.cityofhomer-ak.gov)

Public Works

3575 Heath Street  
Homer, AK 99603

[publicworks@cityofhomer-ak.gov](mailto:publicworks@cityofhomer-ak.gov)

(p) 907- 235-3170

(f) 907-235-3145

## Memorandum 22-183

TO: MAYOR CASTNER AND HOMER CITY COUNCIL  
THROUGH: ROB DUMOUCHEL, CITY MANAGER  
FROM: JANETTE KEISER, PE, PUBLIC WORKS DIRECTOR  
DATE: OCTOBER 24, 2022  
SUBJECT: WWTP CLARIFIER BELT REPAIRS – ADDITIONAL FUNDING REQUIRED

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**I. Issue:** The purpose of this Memorandum is to request additional funding to pay prevailing wages to repair the chain driven clarifier skimming systems at the Waste Water Treatment Plant (“WWTP”).

### **II. Background:**

Ordinance 22-34(S) appropriated \$497,900 to repair the belt-drive clarifier skimmers in the WWTP. After more detailed investigation, the cost was determined to be \$867,743. Ordinance 22-55 appropriated another \$370,263 to fully fund the work.

In the course of developing the Purchase Order for the work, it became apparent the vendor had not included the cost of prevailing wages in its installation costs. (Public works construction contracts in excess of \$25,000 require the payment of prevailing wages.) We asked the vendor to requote the installation costs to include prevailing wages, which increased the installation costs by \$167,990. We conducted some value engineering and were able to achieve a savings in material costs of \$69,709.40.

The revised costs are:

• Materials	\$486,188.73
• Installation	<u>\$479,835.00</u>
Total	\$966,023.73

This leaves an unfunded balance of \$97,860.73.

### **Recommendation:**

That the City Council appropriate funds from the Sewer CARMA Fund in the amount of \$97,860.73 to fully fund the repair of the two broken clarifier belts in the WWTP.

**Homer, AK  
Flotation Clarifier No. 1 & 2 Rehab**

**INSTALLATION OF CHAIN AND SCRAPER  
EQUIPMENT**

Quotation #**2022-539176** - Installation

Questions relative to this Quotation should be directed to  
Evoqua's local area sales representative:

Bill Reilly | Wm. H. Reilly & Co.  
503-223-6197 Office | 503-223-0845  
Fax | 503-314-8386 Cell  
[Bill@whreilly.com](mailto:Bill@whreilly.com)



**FIELD ERECTION:**

- Evoqua proposes to furnish labor, equipment and expendable materials to install the equipment for clarifier No. 1 & 2. Two purchase option are given.  
  
Option 1 will be to Replace the upper steel Flights, Chain, Wear Strips & sprockets. Includes installing new drive and gear boxes. Field Wiring will be by others. Shafts and chain track angles shall be reused.  
  
Option 2 will be to Replace the upper steel Flights, Chain, Wear Strips & sprockets. Lower Fiberglass Flights, Sprockets, Chain & Wear Strips. Includes installing new drive and gear boxes. Field Wiring will be by others. Upper and Lower Shafts and chain track angles shall be reused.
- Customer is responsible for having tank drained and cleaned before Evoqua arrives onsite to begin work. One Clarifier at a time, leaving one in operation until demo and install of the first clarifier is complete.
- All materials/equipment removed during demolition to be disposed of on site.
- Evoqua is responsible for installing purchased equipment into the existing DAF basins by normal installation procedures.
- Evoqua is responsible for providing the necessary construction equipment for erection (fork truck, welding machines, cutting equipment, etc.).
- Work hours by Evoqua Water Technologies LLC at the site shall be as determined by Evoqua Water Technologies LLC. The purchaser shall not define working hours, number of work days per week or prohibit Evoqua Water Technologies LLC from working evenings, weekends, holidays, etc., when deemed to be advisable.

**PRICING:** Prevailing wages are included in the price below per the Division of Labor Standards and Safety as outlined in the link below.

Kenai Peninsula Borough

<https://labor.alaska.gov/lss/pamp600.htm>

<b>Installation of Clarifier equipment Option 1 Upper mechanisms on Clarifier # 1&amp;2</b>	<b><u>\$479,835</u> (Taxes not included)</b>
<b>Installation of Clarifier equipment Option 2 Upper &amp; Lower mechanisms on Clarifier # 1&amp;2</b>	<b><u>\$753,835</u> (Taxes not included)</b>

**NOTE:**

1. There may be other items in need of repair that are not known at this time. Evoqua will give customer a quote for any additional repairs before work is to be done.

**QUOTATION VALID:** This quotation is valid for a period of Sixty (60) days unless extended in writing by Evoqua.

All of the information set forth in this quotation (including drawings, designs and specifications) is confidential and/or proprietary and has been prepared for your use solely in considering the purchase of the services described herein. Transmission of all or any part of this information to others, or use by you, for other purposes is expressly prohibited without our prior written consent.

**PAYMENT AND PRICE TERMS:** The terms of payment are Net 45 after completed installation.

**Price does not include:**

- Concrete modifications to existing basin.
- Field Electrical work of any kind
- Disposal of existing materials of site
- Taxes, Permits

**SCHEDULE:** Construction is an estimated 2 to 3 weeks on site per Clarifier Basin.

**WARRENTY:** Evoqua shall warrant all materials and labor for one year after successful installation

**BONDS:** Evoqua shall provide both a payment and performance bond per statute AS 36.05.010

Quotation Submitted by Evoqua Water Technologies LLC: Bryan Davis

Signature below indicates acceptance of this quotation, including the Standard Terms of Sale attached hereto.

Accepted by Buyer:

\_\_\_\_\_  
Company Name

Acknowledged by Seller:

Evoqua Water Technologies LLC

By: \_\_\_\_\_

Date: \_\_\_\_\_

by: \_\_\_\_\_

Date: \_\_\_\_\_

.....

## **Evoqua Water Technologies LLC GENERAL TERMS AND CONDITIONS FOR ERECTION WORK**

1. Equipment location and staking, including plant orientation, influent and effluent location, is the responsibility of the Purchaser and/or his engineer.

2. The elevation of equipment above or below grade must be determined by the Purchaser and/or his engineer and entered upon the approved drawings. Purchaser is responsible for establishing benchmark at site for Evoqua Waste Technologies erection crew.

3. Purchaser agrees to provide a clear level work area at least 35 feet wide around the periphery of the erection site. Prior to starting erection, any obstructions in the work area, such as excavations, overhead lines, fences, trees, shrubbery, etc., shall be removed by and at the expense of the Purchaser. The Purchaser shall keep the site properly drained and free from surface water during erection, and until the work has been completed and accepted. The site and site access shall be capable of supporting a crane up to and including 50-ton capacity and other erection equipment. Any fill or dewatering necessary to accomplish the above, or additional costs of oversized or special equipment required due to poor site conditions, will be the responsibility of the Purchaser. Site leveling, grading, etc., after erections, shall be the responsibility of the Purchaser. Evoqua Water Technologies shall be responsible for the clean-up and removal of trash, scrap materials, etc., left from Evoqua Water Technologies erection work.

4. Purchaser agrees to provide site access and site working area capable of supporting the delivery trucks (70-75,000 pounds gross weight). Purchaser agrees to maintain site access and working area, daily if required, to allow Evoqua Water Technologies erection crew to perform work during all weather conditions. Should Evoqua Water Technologies have to stop work and return to the site when access and/or work area permits or experience delays due to the site and site access being unsuitable for work due to Purchaser's failure to prepare and/or maintain the above, the Purchaser agrees to compensate Evoqua Water Technologies for cost incurred and agrees Evoqua Water Technologies shall be indemnified and held harmless from all loss or damages resulting from delays of job progress, that are directly or indirectly a result of the Purchaser's responsibility.

5. Evoqua Water Technologies' erection personnel are non-union and all work will be by non-union personnel. In case of interference in erection work due to labor problems by persons not employed by Evoqua Water Technologies, or the imposition of requirements concerning labor, working conditions, wage rates, etc., which were not clearly defined prior to Evoqua Water Technologies acceptance of the erection job, Evoqua Water Technologies shall have the right to stop work without prejudice until such interference or condition is satisfactorily removed or resolved. If additional costs are incurred by Evoqua Water Technologies due to such conflict the Purchaser hereby agrees to reimburse Evoqua Water Technologies for the additional costs incurred.

Evoqua Water Technologies is an Equal Opportunity Employer and shall comply with government regulations pertaining to fair and equal employment.

Work hours by Evoqua Water Technologies at the site shall be as determined by Evoqua Water Technologies. The purchaser shall not define working hours, number of work days per week or prohibit Evoqua Water Technologies from working evenings, weekends, holidays, etc., when deemed to be advisable by Evoqua Water Technologies.

### **6. INSURANCE**

During the period of erection of the equipment contemplated herein, Evoqua Water Technologies will maintain the following insurance: Per Englewood Water District Insurance requirement, (copy attached).

- (a) Workmen's Compensation and Employer's Liability.
- (b) Occupational Disease.
- (c) Contractual Liability.
- (d) Public Liability Insurance, Personal Injury and Property Damage.
- (e) Automobile Liability, Personal Injury and Property Damage.

Any insurance required by Purchaser in addition to the above mentioned coverage shall not be considered to be included in the purchase price as set forth herein and shall be charged to the Purchaser.

7. UNLOADING OF EQUIPMENT: Evoqua Water Technologies is responsible for unloading of equipment which is to be erected by Evoqua Water Technologies. Purchaser is responsible for unloading any equipment or accessories shipped to Purchaser for his installation. (Such as base channels to be embedded in concrete foundation by Purchaser, blowers or other accessories to be installed by Purchaser).

8. PURCHASER ACCEPTANCE OF ERECTED EQUIPMENT: When erection of the equipment nears completion Evoqua Water Technologies shall give Purchaser seventy-two hours verbal notice that the equipment shall be ready for inspection and acceptance. Purchaser agrees to provide, on seventy-two hours notice, an authorized agent to meet at the site with Evoqua Water Technologies erection personnel, to inspect the erected equipment, and accept same for/or on behalf of the Purchaser. Any backordered items not installed at that time shall be listed on the acceptance agreement with written understanding that Evoqua Water Technologies is responsible for installing the subject equipment. Backordered items shall be received by the Purchaser at the "Backordered Address" previously provided- and stored until Evoqua Water Technologies installation is scheduled.

9. PREPARATION FOR START-UP OF ERECTED EQUIPMENT: Upon completion of erection Evoqua Water Technologies shall inform the Purchaser that the erected equipment is ready to be placed in service. The Purchaser shall make all preparations for which he is responsible, such as: Influent and effluent connections, installation of the required electrical power supply and circuitry, filling tanks with clean water for testing and start-up, etc. If any deficiencies in materials or workmanship by Evoqua Water Technologies are discovered by the Purchaser while performing this work, the Purchaser shall immediately notify Evoqua Water Technologies so that corrective action can be taken. Evoqua Water Technologies is responsible for providing start-up supervision as defined in the equipment proposal. For scheduling purposes, ten days notice of desired start-up date is required.

10. SECURITY AND PROTECTION OF EQUIPMENT: Purchaser is responsible for security of equipment stored on his site after delivery prior to arrival of Evoqua Water Technologies crews to begin erection; and for any backordered material delivered to Purchaser after departure of Evoqua Water Technologies erection crews. Evoqua Water Technologies shall not be responsible for deterioration, theft, vandalism or damage to equipment which is stored on site or left inoperative after installation due to delays in start-up. Purchaser agrees to be responsible for security and protection of such equipment.

11. BACKCHARGES: Evoqua Water Technologies will accept no back charges for any reason which has not been approved prior to any work being performed in writing by an authorized manager of the company. Purchaser agrees to contact Evoqua Water Technologies and receive written authorization prior to incurring any costs related to back charges.

12. LICENSES AND PERMITS: Unless specifically stated in Evoqua Water Technologies erection proposal, Evoqua Water Technologies is not responsible for licenses, permits or fees required to perform the work defined in this proposal.

13. (a) Evoqua Water Technologies shall not be liable for delays due to: (1) causes beyond its reasonable control or (2) acts of God, acts of customer, prerequisite work by others, acts of civil or military authority, government priorities, fires, strikes or other labor disturbances, floods, epidemics, war riot, delays in transportation or (3) Inability to obtain or delay in obtaining, due to causes beyond its reasonable control, suitable labor, materials, or facilities. In the event of any such delay; the time of performance shall be extended for a period equal to the time lost by reason of the delay.

(b) In the event Evoqua Water Technologies is delayed by acts of the customer or by prerequisite work by other contractors or suppliers of the customer, Evoqua Water Technologies shall be entitled to an equitable price adjustment in addition to extension of the time of performance.

14. Evoqua Water Technologies reserves the right to subcontract any of the work to one or more subcontractors.

15. Purchaser shall protect all gauges, controls and factory finishes from the painting operation. Purchaser shall be responsible for the removal and reinstallation of any assembly that affects the painting operation.





1 **CITY OF HOMER**  
2 **HOMER, ALASKA**

3 City Manager/  
4 Port Director

5 **ORDINANCE 22-79**

6  
7 AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA  
8 AMENDING THE FY23 CAPITAL BUDGET BY APPROPRIATING  
9 \$408,073 FROM THE PORT RESERVES FOR AN OWNER'S  
10 REPRESENTATIVE FOR THE NEW LARGE VESSEL HARBOR  
11 PROJECT AND ISSUING A TASK ORDER TO HDR TO PROVIDE  
12 OWNER'S REPRESENTATIVE SERVICES.

13  
14 WHEREAS, Port Expansion has been the city of Homer's #1 ranked project for three  
15 years; and

16  
17 WHEREAS, all signs indicate that the Corps of Engineers will receive authorization to  
18 begin a General Investigation of Homer's Port Expansion in 2023; and

19  
20 WHEREAS, City staff have been in communications with HDR about assisting with the  
21 additional workload that will be required from the City to ensure that the City of Homer gets  
22 the best results possible from a Corps Port Expansion General Investigation study; and

23  
24 WHEREAS, both within Alaska and nationally, HDR has the depth of experience needed  
25 to meet our goals; and

26  
27 WHEREAS, HDR has a presented a step-by-step plan for supporting the City that gives  
28 the City options for continuing or stopping the contract if we believe that the services are not  
29 needed; and

30  
31 WHEREAS, the Port & Harbor Advisory Commission reviewed the proposed owner  
32 representative agreement at their August 24, 2022 meeting and made a motion supporting the  
33 award of a contract to HDR for Owner Representative Support Services managing the New  
34 Large Vessel Harbor Project Phase 1 and allocating the appropriate funds from the Port  
35 Reserves and to nominate or hire a City Liaison to coordinate the project.

36  
37 NOW, THEREFORE, THE CITY OF HOMER ORDAINS:  
38





# City of Homer

[www.cityofhomer-ak.gov](http://www.cityofhomer-ak.gov)

Port and Harbor

4311 Freight Dock Road  
Homer, AK 99603

[port@cityofhomer-ak.gov](mailto:port@cityofhomer-ak.gov)

(p) 907-235-3160

(f) 907-235-3152

## Memorandum 22-197

TO: HOMER CITY COUNCIL & MAYOR CASTNER  
FROM: BRYAN HAWKINS, HARBORMASTER / PORT DIRECTOR  
DATE: NOVEMBER 3, 2022  
SUBJECT: HDR OWNER REPRESENTATIVE CONTRACT

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Vessel moorage congestion has been a long term issue in Homer's small boat harbor. Large vessel Port Expansion has been ranked #1 on the City's Capital Improvement Project list for many years. The City has been working alongside the US Army Corps of Engineers (USACE) Alaska District to get national support for a General Investigation study focused on this need.

In 2019 the city completed a Planning Assistance for States (PAS) study with the Corps. The PAS study is a tool used to evaluate the navigation conditions that exist in a Port and to determine if 1) there is a problem and 2) if an Army Corps of Engineers General Investigation (GI) Study is warranted. The Homer PAS resulted in a recommendation that a General Investigation on Homer's Port Expansion be completed. The State and City have committed to the local share of the GI study expense and indications are good that Congressionally Directed Spending for the federal share will be included in the FY 2023 Federal budget. Our Federal Delegation and their staffers have been hard at work in Washington DC making sure that once funded, our project will get the authorization from Corps Command to give Homer's port expansion study the green light.

A lesson learned from the PAS process is that staff were stretched thin trying to provide the information and support the USACE for the duration of the six month study while at the same time doing our day jobs. We spoke with Corps about this concern and learned that many communities will contract with firms that have the personnel with the experience needed to help us get the best results for our efforts.

In 2019 Staff meet with HDR to discuss how they could support the City in a GI study. We learned that HDR's advantage on the federal side comes from the fact that their staff have intimate knowledge of the USACE processes. This is in part because HDR has over 30 active USACE IDIQ (indefinite delivery indefinite quantity) contracts nationwide, through which they perform General Investigation Studies on behalf of USACE as federal contractors. As our owner representative, HDR will not also perform the study, as that would be a conflict of interest—but their volume of IDIQ contracts serves as proof of just how thoroughly they understand the process of a GI study.

The Port & Harbor Advisory Commission reviewed the proposal from HDR at their August 24, 2022 meeting and expressed their support, which is reflected in the attached motion.

Homer's long range goals are clear/ building a large vessel harbor at our port will payback in multi-generational regional economic benefits. The goal is not to study a port expansion—the goal is to build a port expansion, and the GI study must be completed before we can move forward with our goal. I believe that hiring HDR will pay this community back many times over when it comes to meeting our shared goals.

**Recommendation**

Recommend that the Council pass Ordinance 22-79 amending the FY23 capital budget by appropriating \$408,073 from the Port Reserve fund to pay for the costs of an Owner Representative contract with HDR and Authorize the City Manager to execute the appropriate documents.

Attachments

8-24-22 Port Commission Motion Recommending HDR Owner Representative Phase 1

HDR Fee Estimate



November 3, 2022

Bryan Hawkins  
Port Director and Harbormaster  
City of Homer  
4311 Freight Dock Road  
Homer, AK 99603

Subject: Proposal for Homer Large Vessel Harbor Expansion Owner's Representative Phase 1

Thank you for this opportunity to submit a formal proposal for Owner's Representative services for the City of Homer (City) Large Vessel Harbor Expansion Project (Expansion Project). This project will provide a new port and harbor area that alleviates the current over-extended moorage needs and anticipated future needs of the harbor that benefit the greater Homer community.

The Expansion Project will have 1) federal components that meet the mission of the U.S. Army Corps of Engineers (USACE) to provide safe navigation, and 2) non-federal components such as improved moorage (i.e., docks, floats) and upland facilities. Integrating both the federal and non-federal components is critical to meet the needs of the Expansion Project as well as a positive cost-benefit ratio (CBR) required for key federal funding opportunities. HDR is ready to assist the City in a successful coordination effort between USACE and the greater Homer community to develop the new basin.

The path to successfully executing the Expansion Project is dependent on obtaining necessary federal funding to initiate the General Investigation. HDR is well-equipped to assist the City as an Owner's Representative by providing guidance and support to the City throughout both the USACE's federal process and non-federal Expansion Project preliminary planning components. A seven (7) phase stage gate approach was presented to the City and summarized in Table 1 that run concurrently with the four (4) phase USACE project delivery approach.

**Table 1. Recommended Strategic Phases for Project Execution**

	City of Homer – Project Execution Track	USACE – Project Execution Track
Front End Planning	<b>Phase 1: Appraise Opportunities</b> Identify potential opportunities, define the program, solicit initial stakeholder input, and perform desktop analyses.	Fed Phase 1: General Investigation
	<b>Phase 2: Select Alternatives</b> Evaluate project alternatives, select preferred alternatives, define and manage risks.	
	<b>Phase 3: Define/Develop Alternatives</b> Develop preferred alternative, determine procurement strategies, establish business plan for capital improvements.	
Execution	<b>Phase 4: Engineering and Procurement</b> Execute final designs and procurement of construction.	Fed Phase 2: PED
	<b>Phase 5: Construction</b> Construct federal and non-federal program components.	Fed Phase 3: Construction
	<b>Phase 6: Commissioning and Start-up</b> Begin use of new facilities.	Fed Phase 4: O&M and Monitoring
	<b>Phase 7: Operations</b> Operate and maintain new facilities.	

The following provides a detailed breakdown of the scope of work to execute **Phase 1: Approach Opportunities** as Owner’s Representative.

**Task 1 – Define Project Charter and Detailed Project Needs:** HDR will facilitate a meeting with Homer Port and Harbor leadership and City leadership to establish an official charter that will be used as the basis for all decisions moving forward with the Expansion Project. Since federal funding is anticipated for a significant portion of the Expansion Project, it is recommended USACE staff attend to provide input to the charter that helps align the goals of the project to meet the USACE mission. HDR will provide examples of other large project and program charters to provide guidance in the structure and definition required for a robust and thoughtful charter. Following development of the charter, HDR will work with Homer Port and Harbor leadership to define detailed project needs used to shape alternatives for accomplishing the goals of the project.

Task 1 Deliverables	Schedule
Charter, Purpose and Need Document	Within 2 weeks of Project Charter Meeting



Task 1 Assumptions and Limitations:

- *Project Charter meeting will be held in Homer, AK. HDR staff based in Alaska will travel to Homer. HDR staff based outside of Alaska will attend the meeting virtually.*
- *City will support HDR in identifying key City staff to attend the Project Charter meeting.*
- *City will facilitate the meeting space for the Project Charter meeting*

**Task 2 – Preliminary Stakeholder & Community Engagement Plan:** HDR will work with Homer Port and Harbor staff to develop a robust Stakeholder & Community Engagement Action Plan. Our staff will work with the City to outline the goal of the Action Plan, determine criteria for success, identify key stakeholders and known community issues, and detail documentation needs for all stakeholder and community activities. This plan is intended to be a living document that is modified as the project advances to subsequent phases. Through this plan, HDR will help to manage stakeholder expectations, communication, and provide meaningful insight for the future steps in the process.

The bulk of the plan will focus on soliciting feedback from key project stakeholders, manage expectations, and outline an action plan to respond to input. Key feedback opportunities might include identifying major themes of project goals, communication of the City’s project expectations and non-negotiables, anticipated impacts to the communities’ residences and businesses, various scenario considerations and possible outcome(s), major concerns, potential challenges, impacts of the project to the overall community, and potential solutions for improving the CBR of the project.

<b>Task 2 Deliverables</b>	<b>Schedule</b>
Stakeholder and Community Engagement Action Plan (Living Document)	Within 8 weeks of Task 2 NTP

Task 2 Assumptions and Limitations:

- *Stakeholder and community outreach will be conducted virtually.*
- *City will support HDR staff in identifying key community members and stakeholders.*
- *Stakeholder and Community Engagement Plan will be an initial version and will continually be modified as the Expansion Project advances*
- *Task 2 NTP requires completion of Task 1*

**Task 3 – Desktop Feasibility Study:** A desktop feasibility study (separate document from the USACE General Investigation or USACE Feasibility Study) will be developed to document various aspects of the developing project. Specific components of the Desktop Feasibility Study include:

- a. Gathering Existing Background Information
- b. Review Existing Conceptual Engineering Studies/Designs
- c. Initial Risk and Fatal Flaws Assessment
- d. Conceptual Design and Conceptual-Level Opinion of Probable Construction Cost (Cost Estimates).



The purpose of the Desktop Feasibility Study is to provide a single document that gathers and summarizes previous work, assess risks and potential fatal flaws, and provides a visual understanding of the Expansion Project including costs. HDR will incorporate work already completed to minimize duplication. From this effort, a Risk Register will be developed that will act as a living document through the duration of the Expansion Project.

<b>Task 3 Deliverables</b>	<b>Schedule</b>
Risk Register (living document)	Within 12 weeks of Task 3 NTP
Desktop Feasibility Study	Within 12 weeks of Task 3 NTP
Concept Design Layout (attachment to study)	Within 12 weeks of Task 3 NTP
Conceptual-Level OPCC (attachment to study)	Within 12 weeks of Task 3 NTP

Task 3 Assumptions and Limitations:

- Risk Register will be an initial effort to identify and consider risk mitigation strategies. The document will continue to evolve with the project – adding, modifying, and retiring risks.
- Opinion of probable construction cost will be conceptual-level and developed using parametric approach (e.g., reviewing relevant recent bid items for similar work).
- Task 3 NTP requires completion of Task 1 and recommend to occur after completion or concurrently with Task 2.

**Task 4 – Regional Hub Influence Study:** An important aspect for the Expansion Project to stand out amongst other nationwide projects is the influence the port and harbor has on regional rural communities and Alaska Native Tribes and how an expansion of the port and harbor will positively influence these communities. Through review of vessel tracking information (automatic identification system [AIS] database), HDR will determine primary sailing destinations to and from Homer to identify the extent of Homer as a regional hub to rural, subsistence, and/or native communities and harbors. Based on this dataset, HDR will investigate primary commerce (e.g., bulk goods and materials, fishing, recreation, passenger transport, safety). Statistics on these movements will be assessed with the intent to be used as talking points for promoting the Expansion Project. Findings from the study will be documented in a Regional Hub Influence brief technical memorandum (less than 10 pages). A summary of the findings and talking points will be developed into a public facing placemat utilizing various infographics.

<b>Task 4 Deliverables</b>	<b>Schedule</b>
Regional Hub Influence Study Memo	Within 6 weeks of Task 4 NTP
Regional Hub Influence Placemat	Within 2 weeks of accepted Regional Hub Influence Study memo by City

Task 4 Assumptions and Limitations:

- AIS data will be provided by the City through Marine Exchange.

**Task 5 – Assistant Secretary of the Army Letters of Support**

*Task 5.1 – Community Outreach with Regional Hub Community Leaders:*

HDR will coordinate with Regional Hub communities and tribal leaders and perform workshops that begin by explaining the project purpose/value, then brainstorm ideas that focus on the potential positive impacts from the proposed Expansion Project, and ultimately conclude by requesting a signed letter of support. Ideas and community feedback from the workshops will be utilized to draft custom letters of support for each community (Task 5.2).

*Task 5.2 – Draft Custom Regional Hub Support Letters:*

HDR will draft letters of support from Regional Hub communities. Letters will be consistent in their messaging for promoting the Expansion Project and will be customized to that community based on information received during the interviews with the community leaders. HDR will provide the draft customized letters to the City of Homer for distribution to the community leaders with the intent the community leaders will then adopt the letters and send to the Assistant Secretary of the Army.

*Task 5.2 – Draft Joint Alaska Congressional Delegation Letter:*

HDR will draft a joint letter of support from the Alaska Congressional Delegation (CODEL). The letter will be consistent in its messaging from those developed for the community leaders within the Regional Hub (Task 5.2). HDR will provide the draft joint letter to the City of Homer for distribution to the CODEL with the intent the CODEL will then adopt the letter and send to the Assistance Secretary of the Army.

<b>Task 5 Deliverables</b>	<b>Schedule</b>
Draft Regional Hub Support Letters	Within 8 weeks of NTP
Draft CODEL Support Letters	Within 8 weeks of NTP

*Task 5 Assumptions and Limitations:*

- *Travel to regional hub communities will be limited to five (5) communities.*
- *HDR does not guarantee Regional Hub support for the project nor their desire to submit letters to the Assistant Secretary of the Army.*
- *HDR does not guarantee CODEL support for the project nor their desire to submit letters to the Assistant Secretary of the Army.*
- *Task 5 NTP requires completion of Task 1, Task 2, Task 3, and Task 4.*

**Task 6 – USACE HQ In-Person Visit Support:** On an as-needed basis, HDR staff that frequent USACE Headquarters and/or Congressional Offices will be available for conference/discuss with City of Homer staff that plan to travel to Washington, DC to promote the Expansion Project.

On an as-needed basis, up to two HDR staff, both Alaska-based and those that frequent USACE Headquarters and/or Congressional Offices will travel and accompany City of Homer staff to Washington DC and attend meetings to provide support and take notes.



Task 6 Assumptions and Limitations:

- *As-needed conferencing level of effort assuming three staff for up to 40 hours each.*
- *In-person visit to USACE Headquarters and/or Congressional Offices is limited to two trips and are assumed to be approximately one work in duration including travel.*
- *Task 6 NTP is recommended to occur shortly after Task 5 completion.*

**Task 7 – Interactive Project Website:** HDR will develop an interactive project website (similar to an online story map) to improve upon existing online project update page: <https://www.cityofhomer-ak.gov/port/large-vessel-harbor-expansion-project>. In addition to providing general updates on the project as is currently provided, the interactive webpage will walk through the history of the project, clearly outline key benefits of the project and focus on communities that will be positively impacted by the project, provide statistics determined through the Regional Hub Influence Study, and documentation such as letters of support, as well as provide clarity on local, state, and federal funding opportunities and status.

<b>Task 7 Deliverables</b>	<b>Schedule</b>
Interactive Project Website	Within 8 weeks of NTP

Task 7 Assumptions and Limitations:

- *HDR will host the interactive webpage and provide the domain for the URL.*
- *City will include the provided URL on their webpage for public viewing*
- *HDR will maintain the webpage for 12 months. Additional maintenance will be included in Phase 2 scoping.*
- *Section 508 compliance is limited to documents created by HDR and the City after NTP of Phase 1.*
- *Task 7 NTP requires completion of Task 1 and Task 3.*

**Task 8 – USACE Coordination:** HDR will attend the General Investigation kick-off meeting with the City of Homer, anticipated to be initiated and facilitated by USACE. Following the kick-off meeting, HDR will participate in status meetings between the USACE and the City of Homer. HDR will prepare Expansion Project materials to communicate and document the progress made by the City.

<b>Task 8 Deliverables</b>	<b>Schedule</b>
Monthly Meeting Summaries	Within 1 week of meeting occurrence

Task 8 Assumptions and Limitations:

- *General Investigation Kick-Off meeting will be facilitated by the USACE.*
- *USACE coordination meetings are assumed to be monthly with a duration of approximately 1 hour.*
- *USACE coordination is assumed to be 12 months in duration. Additional coordination will be included in Phase 2 scoping.*

**Task 9 – Phase 2: Scope, Schedule, and Budget:** Upon a “Go” decision at the Phase 1 stage gate, HDR will develop a scope, schedule, and budget for Phase 2: Select Alternatives.

Task 9 Deliverables	Schedule
Phase 2 Detailed Fee Proposal	Within 1 week of Task 9 NTP

**Task 9 Assumptions and Limitations:**

- Task 9 NTP requires a “Go” decision from the City of Homer governance to initiate Phase 2 of the project approach.

**Owner’s Representative Team**

To support this work, HDR will have an assigned Program Manager to lead the City of Homer through the stage gate process. In addition, a Deputy Program Manager will also be assigned to provide redundancy for the multi-year process. As specific needs arise, the HDR Program Manager will identify and utilize various technical resources, coordinate meetings, and guide City of Homer decision makers at key steps with recommendations moving forward. The organizational chart below provides an outline of the team that will assist the City. HDR can provide details of staff listed upon request.

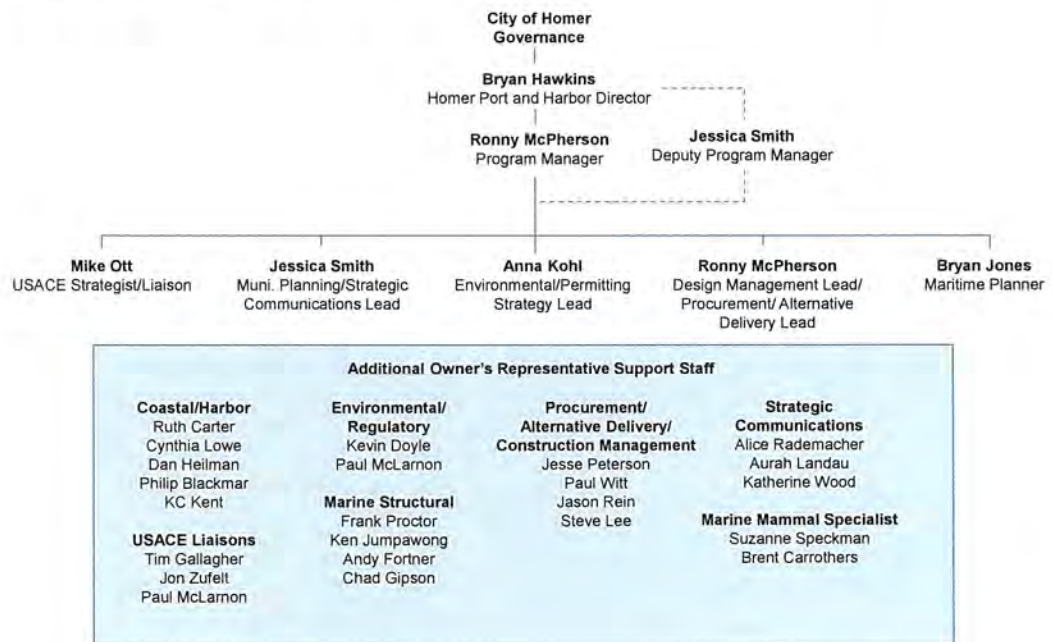


Figure 1. HDR Owner’s Representative Organizational Chart – Phase 1

**Schedule**

It is assumed the Phase 1 tasks will occur over an approximate 12-month time period. Upon authorization of Phase 1, HDR will develop a detailed schedule of Phase 1 tasks desired to be initiated by the City.

**Fee**

The estimated fee for the tasks above is \$408,073 on a time and expense basis. The breakdown of costs and estimated labor hours are shown on the attached Cost Estimate spreadsheet. Invoices for the work performed will be submitted monthly.

Thank you again for this opportunity to work with the City of Homer.

Sincerely,



Ronny McPherson  
Vice President  
HDR Coastal and Maritime Program Lead



Matthew Stone  
Vice President  
Alaska Area Manager

Attachment: Detailed Fee Spreadsheet dated November 3, 2022.



HDR Engineering, Inc.  
Harbor Expansion Owner's Rep  
Time and Materials

Harbor Expansion Owner's Rep												OTHER DIRECT COSTS							TOTAL COSTS																
Project Role	Project Accountant Sr	Project Manager	Deputy Project Manager	USACE Strategist	Maritime Planner	Enviro Permitting	Comm. Coordinator	Coastal EIT	Graphics Lead	Senior Fed Consultant	Hour Subtotal	Cost Subtotal	Equipment field supplies	Air/Travel	Lodging Food Parking Rental Car	Other Direct Costs Subtotal	Markup (other direct cost)	Other Direct Costs Subtotal with Markup																	
Employee	Syon, Robyn E.	McIlhenny, Ronald J.	Smith, Jessica	Ch. Michael Edmond	Jones, Bryan N.	Kohl, Anna J.	Rademacher, Alice Johanna Kay	Kent, Kristie Chandalar (KC)	Fladson, Summer D	Keller, Kevin K.																									
2023 Rates Estimate	\$172.22	\$249.13	\$209.00	\$288.39	\$337.51	\$330.23	\$105.34	\$113.70	\$160.51	\$301.72																									
1	Project Charter and Project Needs	0	56	48	0	0	0	32	0	0	160	\$34,263	\$100	\$1,550	\$0	\$1,650	\$165	\$1,815	\$36,078.00																
1.1	Prep for Project Charter	40	40								80	\$18,325				\$0	\$0	\$0	\$18,325.00																
1.2	Charter Meeting	8	8	8	8	8	8				48	\$11,357	\$100	\$1,550	\$0	\$1,650	\$165	\$1,815	\$13,171.50																
1.3	Documentation	8						24			32	\$4,521				\$0	\$0	\$0	\$4,521.00																
2	Preliminary Stakeholder Outreach and Plan	1	28	160	0	0	0	316	0	0	4	\$605	\$73,874	\$0	\$0	\$0	\$0	\$0	\$74,479.00																
2.1	Honer Staff Interviews	16	16					16			48	\$9,015				\$0	\$0	\$0	\$9,015.00																
2.2	Stakeholder Interviews	4	40					60			104	\$13,677				\$0	\$0	\$0	\$13,677.00																
2.3	Engagement Plan	4	4	24				80			109	\$14,612				\$0	\$0	\$0	\$14,612.00																
2.4	Plan Implementation	1	1	30				160			162	\$34,570				\$0	\$0	\$0	\$34,570.00																
3	Desktop Feasibility Study	2	94	8	8	24	16	16	144	0	0	312	\$57,563	\$0	\$0	\$0	\$0	\$0	\$57,563.00																
3.1	Further Existing Background Info	2							24		26	\$3,227				\$0	\$0	\$0	\$3,227.00																
3.2	Review Existing Concept Engineer Studies Design	16									16	\$3,968				\$0	\$0	\$0	\$3,968.00																
3.3	Preliminary Stakeholder Input	16						16			16	\$1,685				\$0	\$0	\$0	\$1,685.00																
3.4	Initial Risk and Fatal Flaw Assessment	24	8	8	8	8	8				56	\$14,500				\$0	\$0	\$0	\$14,500.00																
3.5	Conceptual Design & Cost Estimates	4	4					80			88	\$23,754				\$0	\$0	\$0	\$23,754.00																
3.6	Documentation	2	4					8			12	\$10,431				\$0	\$0	\$0	\$10,431.00																
4	Regional Hub Influence Study	1	22	0	0	0	0	0	116	0	0	139	\$18,842	\$0	\$0	\$0	\$0	\$0	\$18,842.00																
4.1	Review AIS Data	2							16		18	\$2,317				\$0	\$0	\$0	\$2,317.00																
4.2	Commercial Destination Research and Assessment	4							60		64	\$7,818				\$0	\$0	\$0	\$7,818.00																
4.3	Documentation	1	16						40		41	\$5,706				\$0	\$0	\$0	\$5,706.00																
5	ANA Letters of Support	0	48	56	0	0	0	152	0	0	0	\$26	\$39,673	\$0	\$4,000	\$3,000	\$6,000	\$6,000	\$46,772.00																
5.1	Community Outreach	24	40					120			184	\$26,979	\$4,000	\$2,000	\$6,000	\$6,000	\$6,000	\$45,979.00																	
5.2	Draft Custom Regional Hub Support Letters	16	8					32			56	\$9,029				\$0	\$0	\$0	\$9,029.00																
5.3	Draft Joint C-DEI Letter	8	8					16			16	\$3,665				\$0	\$0	\$0	\$3,665.00																
6	USACE ID in Person Visit	0	184	24	184	0	0	0	0	0	24	\$26	\$70,079	\$0	\$6,000	\$3,960	\$9,960	\$9,960	\$80,039.00																
6.1	As-Needed Conferencing	24	24								24	\$6	\$27,078			\$0	\$0	\$0	\$27,078.00																
6.2	As-Needed In-Person Visit	30			80						160	\$43,000	\$6,000	\$3,960	\$9,960	\$9,960	\$10,956	\$53,956.00																	
7	Online Study Map	1	16	48	0	0	0	0	200	0	345	\$55,084	\$350	\$0	\$0	\$350	\$35	\$385	\$55,469.00																
7.1	Content Creation	8	24					40	40	40	152	\$22,191				\$350	\$35	\$385	\$22,476.00																
7.2	Website Development	1	8	24							33	\$20,022	\$350			\$350	\$35	\$385	\$20,407.00																
7.3	Section 508 Compliance									80	80	\$12,841				\$0	\$0	\$0	\$12,841.00																
8	USACE Coordination	3	44	0	20	0	0	190	0	0	175	\$30,437	\$0	\$0	\$0	\$0	\$0	\$0	\$30,437.00																
8.1	1:1 Kick-Off Meeting	8						8			32	\$7,052				\$0	\$0	\$0	\$7,052.00																
8.2	Monthly Meetings	3	12		12			12			39	\$8,311				\$0	\$0	\$0	\$8,311.00																
8.3	Meeting Minutes and Content Development		24					80			104	\$15,073				\$0	\$0	\$0	\$15,073.00																
9	Scope, Schedule, and Budget	2	8	8	0	8	8	0	0	0	34	\$8,551	\$0	\$0	\$0	\$0	\$0	\$0	\$8,551.00																
9.1	Scope, Schedule, and Budget	2	8	8				8			34	\$8,551				\$0	\$0	\$0	\$8,551.00																
**Rates based on multiplier with yearly escalation																																			
Basic Services - Labor Time Total												10	420	352	140	40	40	556	400	200	24	2182	\$368,231	\$450	\$11,550	\$5,960	\$37,968	\$1,796.9	\$408,072.00						
BASIC SERVICES - TOTAL COSTS												\$	1,721.16	\$	104,633.76	\$	73,568.00	\$	40,374.12	\$	13,560.40	\$	9,249.38	\$	98,566.82	\$	45,478.40	\$	32,102.40	\$	9,161.22				



Ms. Tussey and Port and Harbor Director Hawkins facilitated discussion with commissioners, who each provided their priority preferences:

- Chair Matthews: 1) Port of Homer: New Large Vessel Harbor; 2) Pioneer Avenue Gateway Redevelopment: Multi-Use Community Center; 3) Green Infrastructure Storm Water Management and Erosion Mitigation System.
- Commissioner Shavelson: 1) Port of Homer: New Large Vessel Harbor; 2) Wood Grid Repair; 3) Steel Grid Repair.
- Commissioner Friend: 1) Port of Homer: New Large Vessel Harbor; 2) Wood Grid Repair; 3) Steel Grid Repair.
- Commissioner Pitzman: 1) Port of Homer: New Large Vessel Harbor; 2) Harbor Ramp 8 Public Restroom; 3) Steel Grid Repair.
- Commissioner Siekaniec 1) Port of Homer: New Large Vessel Harbor; 2) Homer Spit Coastal Erosion Mitigation; 3) System 4 Vessel Mooring Float System.
- Student Representative Stonorov: 1) Port of Homer: New Large Vessel Harbor; 2) Wood Grid Repair; 3) Steel Grid Repair.

FRIEND/PITZMAN MOVED TO RECOMMEND THE FOLLOWING THREE CITY PROJECTS FOR CITY COUNCIL TO CONSIDER FOR INCLUSION IN THE LEGISLATIVE PRIORITY SECTION:

- #1 PRIORITY: PORT OF HOMER: NEW LARGE VESSEL HARBOR PROJECT;
- #2 PRIORITY: WOOD GRID REPAIR PROJECT; AND
- #3 PRIORITY: STEEL GRID REPAIR PROJECT.

There was no further discussion.

VOTE: NON-OBJECTION: UNANIMOUS CONSENT.

Motion carried.

B. Homer Port Expansion Project – HDR Proposal

- i. Letter & Proposal from HDR – Homer Large Vessel Harbor Expansion Owner’s Representative

Chair Matthews introduced the agenda item by reading the title and opened the floor for discussion or a motion.

Commissioner Siekaniec suggested the first item they discuss is the two structures lined out in their proposal, and inquired if there is a City staff person that can aid with this project. Commissioners and Port and Harbor Director Hawkins discussed the process for hiring HDR through a contract and which structure they would support: either a City of Homer Program Manager approach or using an HDR Program Manager structure.

SIEKANIEC/PITZMAN MOVED TO RECOMMEND CITY COUNCIL ADOPT AN ORDINANCE AWARDED A CONTRACT TO HDR FOR OWNER REPRESENTATIVE SUPPORT SERVICES MANAGING THE LARGE VESSEL PORT EXPANSION PROJECT – PHASE 1, AND ALLOCATING THE APPROPRIATE FUNDS FROM THE PORT RESERVES AND TO NOMINATE OR HIRE A CITY LIAISON TO COORDINATE THE PROJECT.

Discussion continued on limited City staff capacities in being able to take on the full role as a project manager, how contracting with HDR to be the project manager would cost more but may prove to be worth it, and the commission’s overall consensus that there needs to be a City liaison that devotes some



of their time to ensuring the plan moves forward. The liaison can be an existing City employee, who is not Mr. Hawkins, or hired part-time to fill the role.

The commission requested the opportunity to see the contract with HDR before it's finalized/signed.

VOTE YES: FRIEND, SIEKANIEC, MATTHEWS, SHAVELSON, PITZMAN

Motion carried.

C. Homer Port Expansion Project – Planning & Support

Chair Matthews introduced the agenda item by reading the title. She explained how this topic was addressed in earlier discussions both at the worksession and during review of HDR's proposal, and will carry over to the September meeting.

D. Inquiry on Petro 49 Lease

Chair Matthews introduced the agenda item by reading the title and opened the floor for discussion.

Commissioner Shavelson voiced how he is not prepared to have a more in-depth discussion about it right now; he would prefer to see the lease first and better understand what the requirements are before taking any action.

Chair Matthews referenced Deputy City Clerk Tussey's recommended motion as a way the commission can take next steps. Commissioner Shavelson clarified that he is not comfortable making any request to staff until he has seen the lease materials.

Mayor Castner recommended that any action the commission takes includes a resolution with each whereas detailing out the reasons for the inquiry into whether or not Petro 49's lease is an appropriate use of that harbor land.

Deputy City Clerk Tussey explained how the purpose of making a recommendation to City Manager Dumouchel was to request that lease information, or have him look into it further to bring back to the commission, as he is the property manager for the City. She spoke to the section of City Code where it specifies how the commission can direct their recommendations regarding the operation, maintenance, or policy of the harbor to the City Manager, and shared the feedback she received from the City Attorney about maintaining impartiality. Ms. Tussey reiterated that if the commission wants to review the lease information then they need to make that request in a motion to staff – i.e. the City Manager, staff would look into the situation based on your inquiry, and then make the determination on how to proceed from there which can include bringing it back to the commission.

Chair Matthews summarized the raised concerns over the second fuel dock not remaining open for most of the summer. Commissioner Shavelson verified with City staff that he would be able to review the lease at the City Clerk's Office before determining what action he would take.

**INFORMATIONAL MATERIALS**

- A. Letter from State Re: Award of FY 2023 Legislative Grant for \$750,000
- B. Letter from State Re: Award for FY 2023 Municipal Harbor Grant for \$366,000
- C. Port & Harbor Monthly Stats for June & July 2022
- D. Water/Sewer Bills Report for June & July 2022

CITY OF HOMER  
FINANCIAL SUPPLEMENT

PROJECT NAME	<u>HDR - Owner's Representative Services</u>	DATE	<u>11/08/2022</u>
DEPARTMENT	<u>Port and Harbor</u>	SPONSOR	<u>City Manager/Port Director</u>
REQUESTED AMOUNT	<u>\$ 408,073</u>		

DESCRIPTION	<p>Port &amp; Harbor Advisory Commission reviewed the proposed owner representative agreement at their August 24, 2022 meeting and made a motion supporting the award of a contract to HDR for Owner Representative Support Services managing the New Large Vessel Harbor Project Phase 1 and allocating the appropriate funds from the Port Reserves and to nominate or hire a City Liaison to coordinate the project.</p>
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FUNDING SOURCE(S)	OPERATING	GF CARMA	GF FLEET CARMA	PORT RESERVES	WATER CARMA
	0%	0%	0%	100%	0%
	HAWSP	HART-ROADS	HART-TRAILS	PORT FLEET RESERVES	SEWER CARMA
	0%	0%	0%	0%	0%

FUNDING SOURCE 1: Port Reserves	FUNDING SOURCE 2:	FUNDING SOURCE 3:
Current Balance <u>\$ 2,770,343</u>	Current Balance _____	Current Balance _____
Encumbered <u>\$ 619,245</u>	Encumbered _____	Encumbered _____
Requested Amount <u>\$ 408,073</u>	Requested Amount _____	Requested Amount _____
Other Items on Current Agenda <u>\$ 231,141</u>	Other Items on Current Agenda _____	Other Items on Current Agenda _____
Remaining Balance <u>\$ 1,511,884</u>	Remaining Balance _____	Remaining Balance _____
FUNDING SOURCE 4:	FUNDING SOURCE 5:	FUNDING SOURCE 6:
Current Balance _____	Current Balance _____	Current Balance _____
Encumbered _____	Encumbered _____	Encumbered _____
Requested Amount _____	Requested Amount _____	Requested Amount _____
Remaining Balance _____	Remaining Balance _____	Remaining Balance _____

**ORDINANCE REFERENCE SHEET**  
**2022 ORDINANCE**  
**ORDINANCE 22-79**

An Ordinance of the City Council of Homer, Alaska, Amending the FY23 Capital Budget by Appropriating \$408,073 from the Port Reserved for an Owner' Representative for the New Large Vessel Harbor and Issuing a Task Order to HDR to Provide Owner's Representative Services.

Sponsor: City Manager/Port Director

1. City Council Regular Meeting November 14, 2022 Introduction

Memorandum 22-197 from Port Director/Harbormaster as backup





# City of Homer

[www.cityofhomer-ak.gov](http://www.cityofhomer-ak.gov)

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## Memorandum

TO: Mayor Castner and Homer City Council  
FROM: Rob Dumouchel, City Manager  
DATE: November 10, 2022  
SUBJECT: City Manager's Report for November 14, 2022 Council Meeting

### Main Street Sidewalk Construction

On November 7<sup>th</sup>, we met for a frosty sidewalk ribbon cutting celebrating the completion of the Main Street sidewalk. We're all looking forward to our next big city sidewalk project!



### Housing Outreach Meeting and Survey

The Special Projects Team, along with Planning and Economic Development, are developing a housing public engagement opportunity for early next year. This project will further the Council priority of "housing challenges" and contribute to the priorities of updating the comprehensive plan and the zoning code. We are looking to give the public a forum to voice housing concerns, and we also want to pair the in-person event with a survey. We expect that this exercise will give us some great data to share with the team ultimately selected to assist the City with the comprehensive plan and zoning code updates.

### **AML Housing Task Force**

I recently nominated Special Projects Coordinator Ryan Foster to the Alaska Municipal League's (AML) housing task force (with a child-care subgroup). The intent is to gather data and information from AML members about their housing issues, processes, and potential solutions. As this conversation picks up across the state (and nation), the task force will work through solutions for local governments, or positions to advance statewide solutions.

### **At-Large Dog Ordinance**

At the October 24<sup>th</sup> meeting, Council postponed ordinance 22-72 which proposed edits to Homer City Code Title 20 Animals. Our contracted Animal Shelter Director and Control Officer provided comments that encouraged us to reevaluate the proposal. I worked with the Animal Shelter Director and Councilmembers Venuti and Erikson to develop a substitute which instead focuses on Homer City Code Title 19 Parks, Campgrounds, and Public Places. The substitute will go to PARCAC this month before coming back to Council for review.

### **CTP and TAP Project Submissions**

Every three years, the State of Alaska DOT&PF issues a call for projects for two competitive grant programs: the Transportation Alternatives Program (TAP) for non-motorized transportation projects and Community Transportation Program (CTP) for road surface projects. City staff recently submitted several high priority projects to the first phase of the process, in which we give the State notice of our intent to apply. Our TAP project nominations included three construction projects: Ben Walters Lane Sidewalk, Svedlund/Herndon Street Sidewalk, and the Homer All-Ages and Abilities Pedestrian Pathway; and one planning project: Kachemak Drive Separated Pathway. CTP project nominations included two construction projects: Main Street Rehabilitation and Heath Street Rehabilitation and one planning project: Spit Road Erosion Mitigation. State DOT will review all submissions for eligibility and competitiveness, and by February 2023 will invite full grant proposals for no more than two projects per community. All projects that move forward require a *minimum* local match of 9.03%, which must be secured by a formal match agreement. I will keep you updated if any of our projects advance to the application phase.

### **Local Election Certification Update from the Clerk's Office**

At the October 10<sup>th</sup> Council meeting, Council Member Davis addressed the City's method of calculating the percentage of vote received by each candidate in vote-for-two races produces approximately one half the percentage of the vote actually received, resulting in what appears to be a low level of support for the winning candidates. He suggested an additional column on the Certificate of Election that shows the percentage of total ballots cast received by each candidate that provides a much more easily comprehensible estimate of the overall level of support for each candidate (and, arguably, if a decision not to vote in a race is viewed as a de facto vote, it provides a perfectly accurate percentage). For example in the most recent election, the percent support reported for both winning candidates using this methodology would be above 60% rather than in the low 30's. City Clerk's office staff is working on an update the Certificate of Election that would provide more comprehensive summary of the Canvass Board's work and is amenable to including this additional percentage of total ballots cast received by each candidate as suggested by Council Member Davis.

### **Kenai Peninsula City Manager Symposium**

I hosted a meeting of all the city managers on the Kenai Peninsula on November 1<sup>st</sup>. We discussed items of regional interest and shared experiences and best practices for various challenges faced by city managers in Alaska.



# City of Homer

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## Office of the City Clerk

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## Memorandum 22-191

TO: MAYOR CASTNER AND CITY COUNCIL

FROM: MELISSA JACOBSEN, MMC, CITY CLERK

DATE: NOVEMBER 4, 2022

SUBJECT: SELECTION/APPOINTMENT OF MAYOR PRO TEMPORE 2022/2023

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Per Homer City Code 2.08.080, Mayor's absence: At the first meeting of the Council following certification of the municipal election each year, there shall be appointed a Mayor Pro Tempore, by majority vote of the Council, to act as Mayor during the Mayor's temporary absence or disability.

Pursuant to Council's Operating Manual: A Mayor Pro Tem shall be elected by the majority of the Homer City Council. The term of the Mayor Pro Tem shall be until the call for election by the Homer City Council of a New Mayor Pro Tem. The Mayor Pro Tem shall, in the absence of the Mayor, act as Mayor of the City of Homer as though they themselves had taken the Oath of Office of Mayor with all duties, responsibilities and powers of the office of the Mayor of the City of Homer. The Mayor Pro Tem, when acting in that capacity, does not lose the privilege or duty to vote as a Councilmember.

Pursuant to Council's Operating Manual: Council Seat- Customarily the selection is by seniority. Senior members may choose a different seat prior to the junior members being seated. The Mayor Pro Tempore shall have first seating choice and then the Senior Councilmembers and so on and so forth. (Resolution 04-89)

RECOMMENDATION: Councilmember \_\_\_\_\_ is selected/appointed as Mayor Pro Tempore for the City of Homer for 2022/2023.

After Council selects the Mayor Pro Tempore they may have first seat choice, including remaining where they are currently seated.